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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Late Mr. John Dixon.

WE REGRET to record the death last Saturday of Mr. JOHN DIXON, one of the Conveyancing Counsel of the High Court. Mr. DIXON was well known as a very sound, learned, and practical lawyer, and he had a special reputation in mining matters. We notice that in the *Times* he is described as third in seniority of the Conveyancing Counsel. This is, we believe, correct in regard to date of appointment, but we understand that these super-conveyancers, if we may so term them, rank for seniority in order of call, and Mr. DIXON was the senior Conveyancing Counsel of the Court.

The Consolidated Courts (Emergency Powers) Rules.

WE PRINT elsewhere the Consolidated Emergency Rules to which we referred last week. We then suggested that they were consolidated without amendment, but this we find is not the case. There are several corrections and considerable additions, including rules under the Act of 1917, and also a rule with respect to garnishee and charging orders *nisi* and the appointment of a receiver by way of equitable execution. We hope to consider these changes in detail next week.

Lord Reading's Leave-Taking.

WE REFERRED last week to the appointment of the Lord Chief Justice as High Commissioner in the United States in the character of Ambassador Extraordinary and Plenipotentiary on Special Mission. This unique event was the occasion of an impressive scene in Court on the 11th inst., when the Solicitor-General, on behalf of the Bar, expressed to Lord READING their deep sense of the devotion to duty and of public spirit which led him to accept a great and exacting office, and wished him a prosperous mission and a speedy return. Lord READING, in his reply, appropriately referred to the Common Law as one of the great links between the United States and this country. "Their laws," he said, "are based on the same ideals of justice and liberty as ours," and he mentioned the circumstance that he was the custodian of the Common Law of England as making the present selection not inappropriate. To which we may add that the study of the Common Law has been pursued in America certainly not less successfully than here—perhaps we might put it even more strongly in favour of American lawyers, founding

our praise on Mr. Justice HOLMES' well-known work on the Common Law and many other contributions to its study from the other side of the Atlantic—and we are glad that the head of the Common Law in this country should, by this notable mission, draw closer together the bonds which unite us with our kinsmen in the West.

Soldiers' Wills of Real Estate.

THE WAR has compelled attention to the narrow effect of section 11 of the Wills Act, 1837, which provides that "any soldier being in actual military service, or any mariner or seaman being at sea, may dispose of his personal estate as he might have done before the passing of this Act." The effect of the enactment is to excuse soldiers' and sailors' wills of personal estate from the necessity of compliance with the statutory testamentary requirements, and even to validate nuncupative wills, *i.e.*, wills made by verbal declaration: see *Re Scott* (1903, P. 243). And—so at least it has been assumed—since before 1837 an infant of fourteen years could make a will of personal estate, an infant soldier or sailor can do the same now. But there is no corresponding relaxation as to real estate, and efforts have been made since the war to place real estate and personal estate on the same footing in this respect. These efforts, we believe, originated with the Berks, Bucks and Oxfordshire Incorporated Law Society (see 60 SOLICITORS' JOURNAL, p. 545). The Wills (Soldiers and Sailors) Bill, introduced by the Lord Chancellor, which is now under consideration in the House of Lords, is intended to remove the anomaly. Clause 2 (1) is as follows:—

> A testamentary disposition of any real estate in England or Ireland made by a person to whom section 11 of the Wills Act, 1837, applies, and who dies after the passing of this Act, shall, notwithstanding that the person making the disposition was at the time of making it under twenty-one years of age, or that the disposition had been a disposition of personal estate made by such a passing of this Act required by law, be valid, in any case where the person making the disposition was of such age, and the disposition has been made in such manner and form that if the disposition had been a disposition for personal estate made by such a soldier, mariner or seaman domiciled in England or Ireland, it would have been valid.

It will be noticed that this is much longer than section 11, but we presume that the draftsman did not find the extension of that section to real estate so easy as might be expected. At any rate the effect seems to be to place soldiers' and sailors' wills of real and personal estate on the same footing, including, according to the received doctrine, testamentary capacity for infants. Clause 1 makes an extension in the case of sailors so as to make section 11 apply to them though not actually at sea. Apparently it is intended to overrule *Re Anderson* (60 SOLICITORS' JOURNAL, 254; 1916, P. 49). And clause 4 enables a guardian to be appointed by a soldier's will, thus overruling *Re Tollemache* (61 SOLICITORS' JOURNAL, 691; 116 L. T. 762). Clause 5 extends "soldier" to members of the Air Force.

A New Doubt as to Infant Soldiers' Wills of Personal Estate.

THE ABOVE Bill, and also the observations which we have been making on it, are founded on the doctrine, apparently well established in probate practice, that section 11 of the Wills Act, 1837, does operate so as to enable an infant soldier to make a will of personal estate. But, as Mr. Justice YOUNGER has pointed out this week in *Re Wernher's Will Trusts* (*Times*, 16th inst.), the natural reading of the Wills Act seems to be opposed to this construction. Section 7 provides expressly that no will made by any person under the age of twenty-one years shall be valid. Sections 9 and 10 prescribe the formalities for the making of wills, and for the execution of testamentary powers of appointment. Then section 11 opens with a proviso, and enacts to the effect above stated. In *Re Farquhar* (4 Notes of Cases, 651) Sir H. JENNER FUST assumed that this proviso extended to section 7 so as to validate an infant soldier's will, and this seems to have settled the probate practice. It was followed in *Re Hiscock* (1901, P. 78), where the point was not discussed. But Sir H. JENNER FUST did not, according to the report of his judgment, advert to the special form and position of section 11; if he had done so, he could hardly have failed to question, as YOUNGER, J., has now done, whether section 11 really overrides, in the case of infant soldiers, section 7; or whether it is not rather confined, as YOUNGER, J., considers, to a relaxation of the formal requirements of sections 9 and 10. Under the circumstances the learned Judge did not finally decide the point, but contented himself with holding that, if the infant's will before him was properly admitted to probate, then it was an effective exercise of a general power of appointment; leaving the question whether it was properly admitted to be raised, if thought fit, in other proceedings. What will be the outcome of this singular doubt on a matter of long settled practice it would not be safe to predict; but the Lord Chancellor's Bill gives a ready means of settling the question for future cases. And, since writing the above, we see that the Bill has been postponed in order that the matter may be considered.

Emergency Practice and Mortgagors.

THE WIDE discretion as to granting relief to debtors under the Courts (Emergency Powers) Acts gave the opportunity for considerable divergence of practice, and we imagine that this has been shewn specially in the treatment of mortgagors. Hence the detailed statement just made by Mr. Justice EVE in *Re Jobson's Application and Chapman's Mortgage* (*Times*, 17th inst.) will be welcomed by practitioners, and since the principal Act was passed on 31st August, 1914, and we are now in A.D. 1918 the only criticism we would make is, better late than never. The procedure under the Acts is well known. Confining our remarks to mortgages, steps cannot be taken to enforce a pre-war mortgage (except by way of sale by a mortgagee already in possession before the war) until after application to the Court, and the Court, if "of opinion that time should be given to the person liable to make the payment on the ground that he is unable immediately to make the payment by reason of circumstances attributable, directly or indirectly, to the present war," may defer the operation of the mortgagee's remedies "for such time and subject to such conditions as the Court thinks fit."

The Principle of Relief.

IN CONSIDERING how this discretion should be applied in practice, EVE, J., first pointed out the various courses which a mortgagor faced with a demand for payment can pursue. He can realise the property and pay off the mortgagee out of the proceeds; or he can pay off the sum out of his other resources and take a reconveyance; or he can arrange a transfer. "The last of these courses," the learned Judge observed, "is the one most usually adopted, and, indeed, it is almost inevitable where the advance is of a large amount, which is treated as capital more or less permanently borrowed for business purposes at a fixed and moderate rate of interest." The practical course, then, in dealing with an emergency application is to consider how, under ordinary circumstances, the particular security would be dealt with; and since it is unusual for the mortgagor to be in a position at once to find the money himself, and he will require to raise it elsewhere, a reasonable time should be allowed him for this purpose; reasonable, that is, having regard to the special circumstances of the times. This appears to be the fundamental principle laid down by EVE, J., though its application in the seven cases he enumerated depends on the record of the mortgagor, and the sufficiency or otherwise of the security.

Application in Particular Cases.

WE MAY shortly summarize these cases as follows:—(1) When the security is sufficient, and the mortgage obligations (other than the covenant for payment of principal) have been performed to date, the mortgagor ought to be given a reasonable time to pay the debt; (2) this time may be extended if he is willing, where the interest is less than five per cent., to pay five per cent., and still further, if he will pay to the mortgagee on account of principal any excess of net rents over interest; (3) if the mortgagor is in occupation, he should pay five per

cent. interest and account in the same manner for any excess over that sum of a proper occupation rent; (4) if the security is insufficient, but the mortgage obligations have been observed, the mortgagor should be allowed an extension, but with liberty for the mortgagee to renew the application in the event of further depreciation; (5) if in such a case there are slight arrears of interest, the mortgagor should be required to clear them off as a condition of extension of time; (6) if in cases (4) and (5) the rent or a proper occupation rent exceeds five per cent., the mortgagee should, if he desires, be allowed to appoint a receiver; and (7) where there are substantial arrears of interest, or where the covenants have been broken, the mortgagor should have no relief except on terms of clearing the arrears or making good the breaches, and then he could have extension as in cases (4), (5) and (6). In the case before EVE, J., the mortgagors' record was good, and in the view of the learned Judge they would, in the ordinary course, have to arrange a transfer, but this could not now be done without loss. Hence, subject to their increasing the interest from four per cent. to five per cent., and further reducing by £500 the principal debt, which had already been reduced from £12,500 to £8,350, the operation of the mortgagee's remedies was deferred for a year, if the war so long continued.

Judicial Economics.

ONE OF the principal objections made by the late Lord ALVERSTONE, GRANTHAM, J., and others to any reduction in the number of judges in the King's Bench Division was that, as things stood, there was absolutely no reserve from which substitutes could be appointed in the event of sickness or disability of a judge engaged to try causes on circuit or elsewhere. It is scarcely necessary to say that the lists of special and common jury causes are now well under control, and this in spite of the persistent demand made upon the judges in departments of the State unconnected with their calling. It may therefore be confidently expected that the demand for legal economics will be renewed at the termination of the war. It has been suggested that the office of Lord Chief Justice of England and that of Master of the Rolls should respectively be abolished. We should strongly deprecate any hasty proceeding to carry this suggestion into effect. Apart from the respect due to the antiquity of these offices, there must always be a President of the Court of Appeal, and a Chief of the King's Bench Division, and it would be well that they should bear some mark of distinction befitting the dignity of their offices. And though the origin of the office of the Master of the Rolls may be humble, that of Lord Chief Justice, as current events remind us, has always been of great dignity.

Decline in Appeals under the Workmen's Compensation Act.

IN AN article on the National Health Insurance Act the *Times* points out that during the years 1915 and 1916, as a result of the war, there has been little unemployment and wages have continually risen. The fall in the rate of sickness during these years seems clearly to confirm the view which authorities on the subject have always held, that there is a close connection between industrial activity and sickness claims. A similar explanation has been supplied to us of the marked decrease in the number of appeals in the Court of Appeal under the Workmen's Compensation Act. Without suggesting that there are fewer accidents to workmen in a period of active employment, it is at least probable that injuries attract less attention, and are less likely to result in claims for compensation when the workman is busy and in receipt of a satisfactory remuneration for his services.

In the House of Commons, on Monday, the Chancellor of the Exchequer, replying to questions by Mr. Pringle and Mr. Denman, said it had been decided not to proceed with the Petroleum Bill, as it had been found that the action necessary could be taken without special legislation.

Costs of Litigation by Trustees.

TRUSTEES will recognize that they are dealing with property and money which belongs to other people. Yet the books are fairly full of examples of the avenging result of the neglect, or forgetfulness, of this self-evident fact.

In a recent report—*Re England's Settlement Trust* (1918, 1 Ch. 24)—is to be found an illuminating disentanglement, by an experienced and capable Judge, of allegations of shortcomings in a trustee in relation to litigation affecting his trust; and we venture to commend it to the best attention of our readers. It will be observed that, after carefully reading the correspondence which passed before the action was brought, Mr. Justice EVE came to the conclusion that the trustee's attitude throughout had been unreasonable, and, in the interests of the *cestuis que trust*, unwise; and that his lordship perceived no excuse for, or explanation of it, unless it was that the trustee was piqued at a repudiation by the defendant of a certain previous proposal as having been concluded and agreed. The learned Judge, moreover, did not stop there; he held, for reasons which will be found in the report, that the trustee was guilty of improper and unreasonable conduct in commencing, and, after the defendant had paid a sum into court, continuing the action. It was true that the trustee, before he continued the action, had taken counsel's advice, but the crux of the case was the measure of the defendant's liability for certain dilapidations, and whether the defendant was, or was not, legally liable for all the plaintiff claimed; and on this point the trustee was most unhappily never assisted by competent advice, though he appears to have understood that the legal advisers of the *cestuis que trust* did not share his optimistic, and, as the result proved, his erroneous, views. Did this gentleman, some reader of the report may ask himself, so far forget that he was acting in other persons' business as to run too great risks?

We so recently took occasion to state our views of the lamentable result of a trustee acting unreasonably and perversely (Vol. 61, p. 441), that it is unnecessary to add anything here on the general question. It may, however, be opportune to make a few brief remarks upon that part of it which relates to the most important topic of improper litigation by trustees and its legal possibilities.

In truth we fear the public is too ready and prone to believe that the costs of all litigation embarked upon by trustees are under nearly all circumstances payable out of the trust estate, and that *bona fides*—an honest belief, it may be, in what some solicitor or surveyor says—is the sole test of propriety. There could not be a greater, or more pernicious, mistake. Except, it would seem, in the case of the recovery of debts due to the estate, the realization of which is on a special footing since it is a duty (Underhill on Trusts, 7th ed., p. 259), a trustee, who, without obtaining the sanction of the Court, commences or defends an action unsuccessfully, does so at his own risk relative to the costs of both the plaintiff and defendant—that is to say, such costs are not, as of course, deemed to be costs properly incurred in the due execution of the trust. And this is none the less the position when the trustee acts under the advice of a solicitor or counsel. Nay, the point may, as some readers will think, be put even more forcibly; a trustee will not be allowed to charge against the *cestuis que trust* the costs of unauthorized and unsuccessful actions brought or defended by him, except under very exceptional circumstances and most probably only in a case where the action, or defence, in question would have been sanctioned by the Court had previous application been made: *Re Beddoe, Downes* v. *Cottam* (41 W. R. 177; 1893, 1 Ch. 547, 557). Undoubtedly it is only good sense that trustees shall not be visited with personal loss on account of mere errors of judgment which fall short of unreasonableness or negligence; but, on the other hand, the *cestuis que trust* are entitled to some consideration and protection, and their trustees must not be permitted, much less encouraged, to speculate in law at other folks' expense at pleasure. And we may confidently rest assured that, though

every testator or settlor intends to give his posthumous agents considerable liberty, no ordinary one contemplates conferring upon them a licence to do as they like in such an expensive and hazardous subject.

Let every trustee, then, remember that before he is entitled to be indemnified, and recouped, out of the trust estate any costs he may have incurred in relation to that estate, he must definitely prove that the action was commenced, or defended, with the sanction of the Court, or that these costs were properly incurred in the administration of the trust. Otherwise he will have to pay them out of his own pocket. It is useless for him to plead, and to shew by overwhelming evidence, that his honesty is unimpeachable, and how fairly and honestly he meant to act. Before he can be repaid, he is under the necessity—the imperative necessity—of proving that he took and incurred this serious course and expense reasonably, as well as honestly. And, as a moment's reflection should convince him, in a case where he can, if necessary, obtain judicial protection, the Court must proceed, and it is only fair that the Court should proceed, upon the acts he has done, and not upon the improper advice in which he has been pleased to place his trust. Nor have we the slightest hesitation in thinking that discerning and sober opinion will approve the circumstance that English law does exercise some suitable check over trustees in this momentous particular, and does not assume any such thing as uncontrolled discretion in the matter to be implicit as a trust instrument.

In conclusion, we gratefully appreciate that the judgment in the recent report is an able discourse on the doctrine of Reasonableness in Trustees, and is one which deserves more than a single perusal. We part from it with many hopes. Perchance it may revise the loose, if popular, impressions of some busy practitioner, or serve to remind him how essential it is that all the facts and points of a case should be before an adviser; perchance it may guide aright someone engaged in auditing trust accounts on behalf of trustees or of *cestuis que trust;* perchance it may be the means of preventing some trustees learning a novel and severe lesson from being personally mulcted of several hundred pounds of hard-earned money.

At any rate, the trustee should remember that if there is any element of uncertainty attaching to the litigation—and few law-suits are without it—he is entitled to protect both himself and his *cestuis que* trust by the simple and inexpensive procedure of an originating summons.

The War Aims of the United States and Great Britain.

IV.

Mr. Lloyd George's Latest Statement.

On the 5th inst. the Prime Minister made a statement on War Aims to a Conference of Trade Union Delegates assembled at the Central Hall, Westminster, which has been recognised as specially important for three reasons: First, it was made after consideration of the Labour Party's Memorandum which we summarized last week; secondly, it defined in some detail and with moderation the war aims of the Allies; and, thirdly, it was made after consultations with Labour leaders, with Mr. Asquith, with Viscount Grey, and with representatives of the Colonies. It should be added that its immediate object was to facilitate the negotiations with trade union representatives preparatory to the further transfer of labour from civil to military employment.

Mr. Lloyd George stated that:—

> "We are not fighting a war of aggression against the German people. Their leaders have persuaded them that they are fighting a war of self-defence against a league of rival nations bent on the destruction of Germany. That is not so. The destruction or disruption of Germany or the German people has never been a war aim with us from the first day of this war to this day. . . . The British people have never aimed at the break up of the German peoples or the disintegration of their State or country. . . .
>
> "Nor are we fighting to destroy Austria-Hungary or to deprive Turkey of its capital, or of the rich and renowned lands of Asia Minor and Thrace, which are predominantly Turkish in race.
>
> "Nor did we enter this war merely to alter or destroy the Imperial constitution of Germany, much as we consider that military autocratic constitution a dangerous anachronism in the 20th century. Our point of view is that the adoption of a really democratic constitution by Germany would be the most convincing evidence that in her the old spirit of military domination had indeed died in this war, and would make it much easier for us to conclude a broad democratic peace with her. But, after all, that is a question for the German people to decide."

Referring to Count Czernin's statement at Brest-Litovsk on 25th December last that it was not the intention of the Central Powers to appropriate forcibly any occupied territories, or to rob of its independence any nation which has lost its political independence during the war, Mr. Lloyd George pointed out that it was obvious that almost any scheme of conquest and annexation could be perpetrated within the literal interpretation of such a pledge; and continued:—

> The days of the Treaty of Vienna are long past. We can no longer submit the future of European civilization to the arbitrary decisions of a few negotiators striving to secure by chicanery or persuasion the interests of this or that dynasty or nation. The settlement of the new Europe must be based on such grounds of reason and justice as will give some promise of stability. Therefore it is that we feel that government with the consent of the governed must be the basis of any territorial settlement in this war. For that reason also, unless treaties are upheld, unless every nation is prepared at whatever sacrifice to honour the national signature, it is obvious that no Treaty of Peace can be worth the paper on which it is written."

In development of this principle, Mr. Lloyd George claimed, first, "the complete restoration, political, territorial, and economic, of the independence of Belgium and such reparation as can be made for the devastation of its towns and provinces," adding:—

> "This is no demand for war indemnity, such as that imposed on France by Germany in 1871. It is not an attempt to shift the cost of warlike operations from one belligerent to another, which may or may not be defensible. It is no more and no less than an insistence that before there can be any hope for a stable peace, this great breach of the public law of Europe must be repudiated, and, so far as possible, repaired. Reparation means recognition. Unless international right is recognised by insistence on payment for injury done in defiance of its canons, it can never be a reality."

Next he put the restoration of Serbia, Montenegro, and the occupied parts of France, Italy, and Rumania. "The complete withdrawal of the alien armies and the reparation for injustice done is a fundamental condition of permanent peace." And as to Alsace-Lorraine he demanded—

> "A reconsideration of the great wrong of 1871, when, without any regard to the wishes of the population, two French provinces were torn from the side of France and incorporated in the German Empire. This sore has poisoned the peace of Europe for half a century, and until it is cured, healthy conditions will not have been restored. There can be no better illustration of the folly and wickedness of using a transient military success to violate national rights."

The Premier, with some want of sympathy—no doubt more apparent than real—with the great efforts which are being made in Russia to bring about a general peace, treated that country as, for the present, outside the Allies' war aims, saying—

> "If the present rulers of Russia take action which is independent of their Allies we have no means of intervening to arrest the catastrophe which is assuredly befalling their country. Russia can only be saved by her own people."

And as to Poland—

> "We believe, however, that an independent Poland, comprising all those genuinely Polish elements who desire to form part of it, is an urgent necessity for the stability of Western Europe."

Mr. Lloyd George claimed also that national aspirations should be satisfied elsewhere:—

> "Similarly, though we agree with President Wilson that the break up of Austria-Hungary is no part of our war aims, we feel that, unless genuine self-government on true democratic principles is granted to those Austro-Hungarian nationalities who have long desired it, it is impossible to hope

for the removal of those causes of unrest in that part of Europe which have so long threatened its general peace."

And as to Italy and Rumania:—

"On the same grounds we regard as vital the satisfaction of the legitimate claims of the Italians for union with those of their own race and tongue. We also mean to press that justice be done to men of Rumanian blood and speech in their legitimate aspirations."

As to Turkey and the countries which have been subject to her he said:—

"Outside Europe we believe that the same principles should be applied. While we do not challenge the maintenance of the Turkish Empire in the homelands of the Turkish race with its capital at Constantinople—the passage between the Mediterranean and the Black Sea being internationalized and neutralized—Arabia, Armenia, Mesopotamia, Syria, and Palestine are in our judgment entitled to a recognition of their separate national conditions.

"What the exact form of that recognition in each particular case should be need not here be discussed, beyond stating that it would be impossible to restore to their former sovereignty the territories to which I have already referred."

As to the German colonies, Mr. LLOYD GEORGE declared:—

"With regard to the German colonies, I have repeatedly declared that they are held at the disposal of a Conference whose decision must have primary regard to the wishes and interests of the native inhabitants of such colonies.

"None of those territories are inhabited by Europeans. The governing consideration, therefore, in all these cases must be that the inhabitants should be placed under the control of an administration acceptable to themselves, one of whose main purposes will be to prevent their exploitation for the benefit of European capitalists or Governments. The natives live in their various tribal organizations under chiefs and councils who are competent to consult and speak for their tribes and members, and thus to represent their wishes and interests in regard to their disposal.

"The general principle of national self-determination is therefore as applicable in their cases as in those of occupied European territories."

And there must be reparation for injustice done in violation of international law:—

"The Peace Conference must not forget our seamen and the services they have rendered to, and the outrages they have suffered for, the common cause of freedom."

Finally, since no statement of aims is now complete without a plea for a League of Nations, the Premier, after referring to "the crushing weight of modern armaments" and "the increasing evil of compulsory military service," said:—

"For these and other similar seasons, we are confident that a great attempt must be made to establish by some international organization an alternative to war as a means of settling international disputes. After all, war is a relic of barbarism, and, just as law has succeeded violence as the means of settling disputes between individuals, so we believe that it is destined ultimately to take the place of war in the settlement of controversies between nations."

In short, there are three conditions for a permanent peace:—

"First, the sanctity of treaties must be re-established; secondly, a territorial settlement must be secured based on the right of self-determination or the consent of the governed; and, lastly, we must seek by the creation of some international organization to limit the burden of armaments and diminish the probability of war."

Mr. Wilson's Second Address to Congress.

Mr. LLOYD GEORGE's statement which we have just summarized was followed very quickly—on the 8th inst.—by a second address by Mr. WILSON to Congress. His previous address of 4th December last we have already summarized (*ante*, p. 172). The present address commenced with a reference to the parleys in progress between Russia and the Central Powers at Brest-Litovsk, and was, it may be, an attempt to make it possible for those parleys to be extended and to be the introduction to a general peace. At the same time, Mr. WILSON saw no hint of adjustment in the negotiations as they then stood—at the time of his address they had been temporarily broken off—and the prospect does not appear to have brightened since. On the Russian side a statement of principles and of their concrete application had been presented; and this had been met on the part of the Central Powers by "an outline of settlement which if much less definite, seemed susceptible of liberal interpretation until their specific programme of practical terms was added"; a programme which meant, in a word, that the Central Empires "were to keep every foot of territory their armed forces had occupied—every province, every city, every point of vantage—as a permanent addition to their territories and power."

Mr. WILSON praised the Russian representatives for having insisted on an open conference, and all the world had been the audience as was desired. He proposed, in answer to the objects propounded by the Central Powers—objects which revealed the divided counsels of the military and civil parties—to state with perfect definiteness what should be the programme of the world's peace; and this was the more necessary, having regard to the all but helpless state of Russia, "before the grim power of Germany, which has hitherto known no relenting and no pity":—

"Their power apparently is shattered. And yet their soul is not subservient. They will not yield either in principle or in action. Their conception of what is right, of what is human and honourable for them to accept, has been stated with a frankness, a largeness of view, a generosity of spirit, a universal human sympathy, which must challenge the admiration of every friend of mankind; and they have refused to compound their ideals or desert others that they themselves may be safe. They call to us to say what it is that we desire, in what, if in anything, our purpose and our spirit differ from theirs; and I believe that the people of the United States would wish me to respond with utter simplicity and frankness."

After thus opening, Mr. WILSON demanded that there should be no secrecy in the general peace negotiations:—

"It will be our wish and purpose that the processes of peace, when they are begun, shall be absolutely open, and that they shall involve and permit thenceforth no secret understandings of any kind. The day of conquest and aggrandisement is gone by; so is also the day of secret covenants entered into in the interest of particular Governments, and likely at some unlooked-for moment to upset the peace of the world."

And the one primary object is:—

"That the world be made fit and safe to live in, and particularly that it be made safe for every peace-loving nation which, like our own, wishes to live its own free life, determine its own institutions, be assured of justice and fair dealing by the other peoples of the world, as against force and selfish aggression. All the peoples of the world are in effect partners in this interest, and for our own part we see very clearly that unless justice be done to others it will not be done to us."

And the peace programme which is to have this result Mr. WILSON formulated in terms which, to be understood and appreciated, must be placed on record in full:—

I. Open covenants of peace openly arrived at, after which there shall be no private international understandings of any kind, but diplomacy shall proceed always frankly and in the public view.

II. Absolute freedom of navigation upon the seas outside territorial waters alike in peace and in war except as the seas may be closed in whole or in part by international action for the enforcement of international covenants.

III. The removal, so far as possible, of all economic barriers, and the establishment of an equality of trade conditions among all the nations consenting to the peace and associating themselves for its maintenance.

IV. Adequate guarantees given and taken that national armaments will be reduced to the lowest point consistent with domestic safety.

V. A free, open-minded, and absolutely impartial adjustment of all colonial claims, based upon a strict observance of the principle that, in determining all such questions of sovereignty, the interests of the populations concerned must have equal weight with the equitable claims of the Government whose title is to be determined.

VI. The evacuation of all Russian territory, and such a settlement of all questions affecting Russia as will secure the best and freest co-operation of the other nations of the world in obtaining for her an unhampered and unembarrassed opportunity for the independent determination of her own political development and national policy, and assure her of a sincere welcome into the society of free nations under institutions of her own choosing; and more than a welcome assistance also of every kind that she may need and may herself desire. The treatment accorded Russia by her sister nations in the months to come will be the acid test of their good will, of their comprehension of her needs as distinguished from their own interests, and of their intelligent and unselfish sympathy.

VII. Belgium, the whole world will agree, must be evacuated and restored without any attempt to limit the sovereignty which she enjoys in common with all other free nations. No other single act will serve as this will serve to restore confidence among the nations in the laws which they have themselves set and determined for the government of their relations with one another. Without this healing act the whole structure and validity of international law is for ever impaired.

VIII. All French territory should be freed, and the invaded portions restored, and the wrong done to France by Prussia in 1871 in the matter of Alsace-Lorraine, which has unsettled the peace of the world for nearly fifty years, should be righted in order that peace may once more be made secure in the interest of all.

IX. A readjustment of the frontiers of Italy should be effected along clearly recognisable lines of nationality.

X. The peoples of Austria-Hungary, whose place among the nations we wish to see safeguarded and assured, should be accorded the first opportunity of autonomous development.

XI. Rumania, Serbia, and Montenegro should be evacuated, occupied territories restored, Serbia accorded free and secure access to the sea, and the relations of the several Balkan States to one another determined by friendly counsel along historically established lines of allegiance and nationality, and international guarantees of the political and economic independence and territorial integrity of the several Balkan States should be entered into.

XII. The Turkish portions of the present Ottoman Empire should be assured a secure sovereignty; but the other nationalities which are now under Turkish rule should be assured an undoubted security of life and an absolutely unmolested opportunity of autonomous development; and the Dardanelles should be permanently opened as a free passage to the ships and commerce of all nations under international guarantees.

XIII. An independent Polish State should be erected which should include the territories inhabited by indisputably Polish populations, which should be assured a free and secure access to the sea, and whose political and economic independence and territorial integrity should be guaranteed by international covenant.

XIV. A general association of nations must be formed under specific covenants for the purpose of affording mutual guarantees of political and territorial independence for great and small States alike.

Mr. WILSON concluded by disclaiming any jealousy of Germany's greatness. The desire was that she should accept a place of equality among the people of the world instead of a place of mastery. The terms now set forth were too concrete to admit of any further doubt or question. And finally:—

> "The moral climax of this the culminating and final war for human liberty has come, and the people of the United States are ready to put their own strength, their own highest purpose, their own integrity and devotion to the test."

The above statements leave the matter in the choice of Germany, and her expected answer is a matter of supreme interest.

Books of the Week.

Diary.—The Company Secretaries' Diary and Reference Book, 1918. Edited by WILLIAM A. WATERLOW, Solicitor. 8th year of Publication. Waterlow Brothers & Layton (Limited). 3s. 6d. and 5s. 6d.

Almanack.—The New Hazell Annual and Almanack, 1918. By T. A. Ingram, M.A., LL.D. 33rd year of Issue. Henry Frowde; Hodder & Stoughton. 5s. net.

Business Law.—Points of Law for Business Men. Being Decisions, &c., of the Courts for the Year 1916–17, Epitomised. Edited by JOHN ED. SEARS, J.P., and W. ERSKINE REID, Barristers-at-Law. The Compendium Publishing Co.

In the House of Commons, on Wednesday, the Chancellor of the Exchequer, invited by Mr. Peto and Mr. Macmaster to make a statement as to the intentions of the Government with regard to the conscription of wealth after the war, said:—The Government have not considered the question of a possible tax on capital and have no intention of proposing such a tax. I shall personally take an early opportunity of referring to the remarks made by me to a private deputation which have been published in the press, and the most suitable opportunity will probably be in connection with the discussion of the report of the Select Committee on Expenditure.

Correspondence.

Inland Revenue Affidavits.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I suggest what appears to me would be a very useful reform in practice, viz., that it should be obligatory upon solicitors to take, and the Estate Duty Office to supply, office copies of affidavits for inland revenue showing the receipt for estate duty?

This affidavit is the foundation of every account relating to estates of deceased persons. It is the first document asked for by every auditor, and the only thing available for production to him is a draft or copy.

An office copy would by contrast be an official document, and would be preserved as carefully as all receipted accounts for succession and legacy duties are preserved; whereas drafts are generally rough and not infrequently badly completed, and, not being regarded with any degree of the same "sanctity" as an official document, may and often are mislaid. It seems a matter for surprise that such a very useful reform has not been put in force long ago. J. ROWLAND HOPWOOD.

13, South-square, Gray's Inn, London, W.C. Jan. 11.

Taxation and the One-sixth Rule.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the notes to section 37 of the Solicitors Act, 1843, at page 1,668, Vol. 2 of the Yearly Practice of the Supreme Court, it is stated that, for the purpose of applying the one-sixth rule (in a solicitor and client taxation), disbursements are excluded, professional charges only being taken into account, and the case of the *Mercantile Lighterage Co.* (1906, 1 Ch. 491) is quoted.

The same statement is also contained in Lord Halsbury's Laws of England, Vol. 26, at page 809, and the same case is there referred to.

It has, however, been the universal practice at the taxing masters' offices for many years to include disbursements for the purpose of the one-sixth rule, and, this being so, the above statement would appear to be incorrect. P. T. & W.

14 Jan.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **COOPER. COOPER** *v.* **COOPER.** Sargant, J. 10th December.

INCOME TAX—SUM TO BE PAID IN EACH AND EVERY CALENDAR MONTH—ANNUITY—ANNUAL SUM—INCOME TAX ACT, 1853 (16 & 17 VICT. c. 34), ss. 1, 2 AND 40.

The payment of a sum of £50 "in each and every calendar month" by a testator's trustees to his wife during her life may be the payment of an annuity within the meaning of the Income Tax Act, 1853, and in any event is the payment of an annual sum within the meaning of that Act, although it is payable with reference to an aliquot part of the said year; and is accordingly an annual payment in respect of which income tax ought to have been deducted.

Bebb *v.* Bunny (1 *K. & J.* 216) *applied.*

There can be a gift of an annuity although there is no reference to a year.

"Interest" means "yearly interest," although it may be payable in a lump sum at an uncertain date.

Re Craven's Mortgage (1907, 2 *Ch.* 448) applied.

This was a summons to determine whether a certain gift of a monthly payment was liable to income tax or not. The testator, who died in 1893, after giving certain pecuniary and specific legacies "free from duty," and directing that duty should be paid out of his general personal estate, gave his residuary realty and personalty to his trustees upon trust for sale and conversion and investment, and to stand possessed of the investments and the income thereof upon trust during the life of his wife, to pay thereout to her the sum of £50 in each and every calendar month from the date of his decease during her life for her sole and separate use, and without power of anticipation, the first of such payments to be made to her at the expiration of one calendar month from the date of his decease, and if at any time there should not be sufficient income to provide for the "monthly payments" to his said wife, he authorised and desired the trustees to pay the same to her out of the capital of his trust estate. There followed a direction to accumulate the surplus income, and after the wife's death to stand possessed of the trust estate and the accumulations in trust for certain nieces and their issue. In 1897 one trustee died, and in 1908 the other died, leaving

executors who had acted as trustees of the estate. In May, 1917, one of these executors died, but just before his death the attention of the executors of the surviving trustee was called to the fact that the testator's widow had always received the monthly sum of £50 in full, without any deduction of income tax, and accordingly this summons was taken out. Counsel for the widow contended that this monthly payment was not an annuity or annual sum, and was accordingly not subject to income tax. Counsel for the residuary legatees contended the contrary. Numerous authorities were quoted on both sides, including those referred to in the judgment, and *Partington* v. *The Attorney-General* (4 H.L. 100).

SARGANT, J., after stating the facts, said:—I have not to decide whether Mrs. Cooper is ultimately bound to pay the tax after going to the proper authorities. It has been said that, inasmuch as the £50 a month has not been calculated at a yearly rate, it is not within the words of the Income Tax Acts. The words to be considered are to be found first in section 1 of the Income Tax Act, 1853, referring to "annuities and annual profits or gains." By section 2 of that Act, "for the purpose of classifying" the properties, and so on, in respect of which duties are granted, the duties are to be deemed payable in respect of the properties, etc., described in the schedule to the section. Schedule D refers to "annual profits or gains," and "interest of moneys, annuities, and other annual profits or gains" not charged by the other schedules. These monthly sums fall, if at all, within the schedules which are charging provisions. Section 40 of the Act must also be referred to. It provides for deductions on payments of "any yearly interest of money, or any annuity or other annual payment . . . whether the same shall be received or payable half-yearly or at any shorter or more distant periods." So that, assuming this sum is within the words of the Act, the trustees who are receiving the income of the estate would, after paying the tax, be entitled to deduct it on the £50 a month. The trustees have paid this sum without any deduction. The widow says (1) that the monthly sums are neither an annuity nor an annual sum; (2) that they are not within Schedule D interest; and (3) that they are not within section 1, and accordingly that no tax is payable in respect of them, and that they do not fall within section 40. It is admitted that, if the direction had been to pay £600 a year by equal payments, that would have been within the Act, but it is said that so much a month is not an annuity. *Bebb* v. *Bunny* (*supra*) is against the contention of the widow. In that case Vice-Chancellor Page Wood said: "The whole difficulty is in the expression 'yearly' interest of money; but I think it susceptible of this view, that it is interest reserved at a given rate per cent. per annum, or at least in the construction of the Act. I must hold that any interest which may be or become payable *de anno in annum*, though accruing *de die in diem*, is within the 40th section." *Goslings and Sharpe* v. *Blake* (*supra*) is also against the widow. Lastly, in the case of *Re Craven's Mortgage* (*supra*), it was held that "interest" was "yearly interest," although it was payable in a lump sum at an uncertain date. Here I am inclined to think that the sum is an annuity within the meaning of the Act. Assuming that it is not, it is an annual sum, although it is payable with reference to an aliquot division of the year. It was said that there is not an annuity unless there is a reference to a year, but that seems to be contrary to *Goslings and Sharpe* v. *Blake* (*supra*). Here the testator has contemplated payments extending over a year, and has adopted as the unit of payment the one-twelfth of a year into which the calendar year is divided. Looking at the substance of the matter, I am clearly of opinion that the money payment is an annuity, and if not an annuity that it is an annual payment in respect of which income tax ought to have been deducted.—COUNSEL, *Romer*, K.C., and *Owen Thompson*; *G. R. Northcote*; *Sir W. Denham Warmington*, *Bt.* SOLICITORS, *Lowndes & Son*; *Page, Nelson & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

ETEEN v. POLLARD. Div. Court. 20th November.

EMERGENCY LEGISLATION—PRACTICE—TAXED COSTS—LEAVE TO ISSUE EXECUTION—"SUMS OF MONEY" DUE UNDER CONTRACT—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 GEO. 5, C. 25), S. 1 (1) (A)—COURTS (EMERGENCY POWERS) ACT, 1917 (7 & 8 GEO. 5, C. 25), S. 6.

Where an order is made for the payment of the taxed costs of a party simply, and not as annexed to any sum claimed under a contract, it is not necessary to obtain leave of the Court to issue execution under the Courts (Emergency Powers) Act, 1914.

Torres v. Torres (*W. N., 4th August*, 1917, *p.* 263) *approved and followed.*

The plaintiff claimed damages for illegal seizure of the plaintiff's goods under a writ of *fi. fa.* Plaintiff and his brother, E. Eteen, were trustees of a settlement dated 29th September, 1883. The defendant acted as solicitor for the trustees, and in 1892 there was due to him £900 for costs arising out of litigation relating to the estate of the settlor. In 1911 Mrs. McDonaldson, the tenant for life under the settlement, commenced proceedings against the defendant as one of the trustees of her own marriage settlement, as solicitor to the trustees of the settlement of 1883, and also as her own solicitor. This action was compromised, but afterwards Mrs. McDonaldson began a fresh action against the defendant to enforce specific performance of the terms of the compromise. This action was dismissed as frivolous and vexatious, and Mrs. McDonaldson was ordered to pay costs as between solicitor and client. In April, 1913, the accounts in respect of the estate under the settlement of 1883 were approved by the trustees, and Mrs. McDonaldson and the defendant paid over a sum of £127 17s. to the trustees, with the intimation that it was a capital sum, and that Mrs. McDonaldson was not entitled to it as income. Subsequently inquiries were made from time to time down to 1917 of the trustees of the settlement of 1883 as to what had been done with the capital, and eventually an action was commenced against them by some of the beneficiaries to make it good, and to have them removed. The plaintiffs were three of the beneficiaries under the settlement, and the defendants were the two trustees and Mrs. McDonaldson. The trustees applied to the Court under ord. 16, r. 48, for leave to serve the defendant Pollard with a copy of the statement of claim, and bring him in as a third party, or that he might be added as defendant. Eventually an order was made on 9th July, 1917, dismissing the application, and ordering that the defendant Pollard's costs be taxed and paid by the trustees, two Eteens. The defendant's costs were taxed at £37 5s. 5d., and eventually a writ of *fi. fa.* was issued, and the sheriff seized the goods of the plaintiff and of his brother and co-trustee, the value being stated by the sheriff in each case at about £30 or £40. On 9th November the writ in the action was issued. The case of the plaintiff was that under the Courts (Emergency Powers) Act, 1914, s. 1 (1) (*a*), the defendant had no right to issue execution for his taxed costs without an order giving him leave. The defendant's case was that the order of 9th July was simply an order for payment to be made of costs, and not in respect of a contract made before 4th August, 1914. Moreover, that by virtue of the Courts (Emergency Powers) Act, 1917, s. 6, it was not necessary to obtain such leave, as the order for payment of costs was an order for payment of costs in an action of tort, and by section 6 such an action is excluded expressly from section 1 (1) (*a*) of the Courts (Emergency Powers) Act, 1914.

AVORY, J.—In my opinion there is no case which I can leave to the jury here. I think there is no evidence that I could leave to the jury that any of the plaintiff's goods were in fact seized by the sheriff. That, of course, is enough to dispose of the case; but upon the second point, if the case had turned entirely upon the second point, I should have taken further time to consider. As it is, I am prepared to follow the judgment of Mr. Justice Eve in the case of *Torres* v. *Torres* (Weekly Notes, 4th August, 1917, p. 263), and I think that, under the circumstances of this present case, leave of the Court was not necessary before proceeding to execution. I also am disposed to think that the case comes under the express provisions of section 6 of the Courts (Emergency Powers) Act, 1917, and that this was an order for the payment of costs in an action of tort, and consequently is expressly excepted from the provisions of section 1 of the Act of 1914. Verdict for defendant.—COUNSEL, *Whitmore Richards*, for the plaintiff; *Schiller*, K.C., and *Austen Farleigh*, for the defendant. SOLICITORS, *Stubbs & Latham*, for the plaintiff; *Ralph Raphael & Co.*, for the defendant.

[Reported by G. H. KNOTT, Barrister-at-Law.]

MONRO v. LORD BURGHCLERE. Div. Court. 6th December.

LANDLORD AND TENANT—COVENANT BY LESSEE TO EXECUTE WORKS REQUIRED BY LOCAL AUTHORITY—PROVIDING FIRE ESCAPE—APPORTIONMENT OF EXPENSES—LIABILITY OF LANDLORD—LONDON BUILDING ACTS (AMENDMENT) ACT, 1905 (5 ED. 7, C. CCIX.), SS. 6, 7, 20.

The lease of a house contained a covenant by the lessee to execute all such works as might be required by the local authority in pursuance of any Act passed or to be passed thereafter. A fire destroyed more than half of the building, and the executor of the lessee rebuilt it so as to afford accommodation for more than twenty persons, and in pursuance of the London Building Acts (Amendment) Act, 1905, *s.* 7, *he provided a fire escape at a cost of* £410. *Under section* 20 *the county court judge apportioned the expenses, but held that the landlord was free from contribution under the covenant.*

Held, that the covenant contemplated that such a charge should be borne wholly by the lessee, and that the judge, having taken into consideration all the circumstances, the covenant amongst them, and as it was for him to determine the matter, the court could not interfere with his decision, as no error of law was shewn, nor that the contract was harsh and unconscionable.

Appeal from the Westminster County Court. By a lease made in 1903 Lord Burghclere demised a house, No. 42, Albemarle-street, to William Brooks for twenty-one years at a rent of £575. The lease contained a covenant by the lessee to "execute all such works as are or may, under or in pursuance of any Act or Acts of Parliament already passed or hereafter to be passed, be directed or required by any local or public authority to be executed at any time during the said term upon or in respect of the said premises, whether by the landlord or tenant thereof." Brooks died in 1903, and the term became vested in Monro, now his surviving executor, and the appellant in the present case. In October, 1905, the executor underlet the ground floor and basement to R. R. Davis for the remainder of the term, less three days, at a rent of £285. On 3rd June, 1909, the executor underlet the upper floors to W. E. Cobb for the remainder of the term, less one day, at a rent of £295, and the underlease to Davis also became vested in Cobb by assignment. In November, 1915, more than half the premises was destroyed by fire. The executor rebuilt them for the accommodation of more than twenty persons, and, in accordance

with the requirements in such circumstances of the London County Council, he provided a fire escape at a cost of £410. By section 7 of the London Building Acts (Amendment) Act, 1905, "Every new building which is adapted to be occupied by more than twenty persons . . . shall be provided, in accordance with plans approved by the Council, with all such means of escape therefrom in case of fire as can be reasonably required under the circumstances of the case." Section 6 defines the expression "every new building" as including a house which has been destroyed for more than half of its cubical extent and is re-erected to the same size as before. By section 20, on the application of the owner, who has paid the expenses of executing any such work, the county court of the district may apportion the expenses "among the several persons entitled to any estate or interest in the building as appears to the court to be just and equitable in the circumstances of the case, regard being had to the terms of any lease or contract affecting such building." Under this section the judge of the Westminster County Court apportioned £250 of the expenses to be borne by Monro and £160 to be paid by Cobb, no part being apportioned to Lord Burghclere, the lessor and owner of the freehold. The judge held that it would not be "just or equitable" to throw upon the freeholder any part of the burden which the lessee had taken upon himself by his covenant. The executor appealed against this decision on the ground that the court must look at the other circumstances in the case as well as at the covenant, such as that the lessee had no beneficial interest in the premises, and that, the lease having only eight years to run, the lessor would get the benefit of the improvement at the expense of the lessee.

LAWRENCE, J.: The question is whether the judge was wrong in law in coming to his conclusion as to apportionment of the cost of erecting the fire escape. It was for him to determine the matter, and we can only overrule him if we are able to say that he is wrong in some legal principle. He must not only have regard to the covenant in the lease, but to all other circumstances, and counsel for the appellant argued that he had not taken into account those other circumstances. But he seems clearly to have stated the facts he had in his mind, and when he comes to the covenant it outweighs the other considerations. The covenant is a very strong one, and it seems clear that one of its objects was to make the rent receivable by the lessor net or clear rent. What we have to consider is whether it is in such terms as to shew that the parties really contemplated the bearing by the tenant of such a charge as this. It seems impossible to say that a covenant so expressed does not contemplate such a burden. At the time of the lease, and for years before the Building Act was passed, similar burdens were imposed with regard to factories. This Act applied to wider classes of buildings, but on the same ground of securing safety as the Factory Acts. The parties, when they bargained in these express terms, must clearly have been contemplating such a burden as this imposed on landlord or tenant, either by Acts already passed or which might be passed afterwards. If they were, then the county court judge is right, unless it can be shewn that the use of the words "just and equitable" in section 20 entitles it to be said that this contract was so harsh and unconscionable that the court will not enforce it; but this cannot be said. The judge seems to have taken all the circumstances into consideration, and the appeal fails.

SHEARMAN, J., concurred.—COUNSEL, *Moresby*, for the appellant; *Macmorran*, K.C., and *Micklethwait*, for the respondent. SOLICITORS, *Peake, Bird, Collins, & Co.; W. H. Oliver.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

STOCKER *v.* **STOCKER, BRICE AND PATERSON.** Horridge J., 17th July.

HUSBAND AND WIFE—HUSBAND'S SUIT FOR DIVORCE—DECREE ABSOLUTE ON GROUND OF RESPONDENT'S ADULTERY WITH ONE CO-RESPONDENT—PETITIONER PROCEEDING FURTHER AGAINST ANOTHER CO-RESPONDENT FOR DAMAGES ALONE—WIFE'S APPLICATION FOR COSTS AFTER DECREE ABSOLUTE.

Where a petitioner had already obtained a decree absolute on the ground of the respondent's adultery with one co-respondent,

Held, that he was entitled to proceed further against another co-respondent for damages alone, and that the wife should have no order for costs after decree absolute.

This was a summons adjourned into Court for argument, on appeal from a decision of Mr. Registrar Musgrave, whereby he dismissed the co-respondent Brice from the suit with costs on the ground that, as a decree absolute had been pronounced, the suit was dead. Counsel for the petitioner submitted that the Registrar had decided that the suit was dead, as decree absolute had been pronounced, and therefore there was no longer a wife. The Matrimonial Causes Act, 1857, s. 33, however, provided that a claim for damages against a co-respondent should be heard and tried on the same principles as in the old action for criminal conversation. In that action the material question was the date of seduction of the wife (Chitty's Precedents of Pleading, 1847, 2nd ed., p. 557, and Chitty's Forms of Pleading, p. 651, and Roscoe's Nisi Prius, 1849, p. 487). In the old action for criminal conversation the wife was not a party, and the action did not abate by the wife's death: see *Bernstein* v. *Bernstein* (1893, P. 292-304), *M.* v. *M. and A.* (1910, 26 T. L. R. 305; 54 SOLICITORS' JOURNAL, 309). A claim for damages might fail owing to the husband's conduct (*Ramsden* v. *Ramsden and Luck*, *Ramsden* v. *Ramsden* (1886, 2 T. L. R. 867). None of the authorities shewed that the claim for damages against a co-respondent failed because the claim for divorce failed, or had been fully disposed of. In the old law an action for criminal conversation would lie, although there had already been a successful action against another co-respondent: *Gregson* v. *McTaggart* (1808, 1 Camp. 415). The claim for damages arose out of a tort by the co-respondent, and could not be affected by the termination of the suit against the wife. Counsel cited and discussed *Rayment* v. *Rayment and Stuart* (1910, P. 271 and 286), *Lord* v. *Lord and Macdonald* (1900, P. 297-300), and Mayne on Damages. Counsel for the co-respondent Brice submitted that a petitioner under the Matrimonial Causes Act, 1857, s. 33, was not in the same position as a plaintiff in the old action for criminal conversation. In that action the plaintiff recovered damages for his own use on the ground of his loss. Now the object of damages was to make a provision for the wife and children, and the damages were ordered to be paid into Court for that purpose. The only case where damages alone had been claimed was *Cox* v. *Cox and Warde* (1906, P. 267). The gist of all the cases cited amounted to this—that where a petitioner was not in a position to obtain relief against his wife, he could not get damages against a co-respondent. Counsel for the respondent submitted that this was an independent application by the wife for the costs of the issue against Brice. The fact that a decree absolute had been pronounced did not finally determine the suit for all purposes. The wife could still come to the Court to ask for alimony, or the custody of children, or costs. Counsel cited and discussed *Somerville* v. *Somerville and Webb* (1867, 36 L. J. P. & M. 87), *Smith* v. *Smith* (1882, P. 84), *Conradi* v. *Conradi and Flashman* (1 P. & D. 103), and *Hurley* v. *Hurley and Menzies* (1891, P. 267). Those cases shewed clearly that a wife might apply for costs after the hearing, under special circumstances. In this case the respondent had not been found guilty of adultery on the issue against Brice, and must therefore be considered innocent. On the general principles of the Court she was entitled to her costs, at any rate up to the amount deposited in Court, and in *Hurley* v. *Hurley and Menzies* (*supra*) the Court refused to limit her costs to that amount. Counsel for the petitioner, in reply, submitted that there was no reported case where the wife had been allowed costs on an application after decree absolute. The case of *Wait* v. *Wait and Flower* (1871, 2 P. D. 228) was an authority against her.

HORRIDGE, J., in the course of his judgment, referred to sections 33 and 37 of the Matrimonial Causes Act, 1857, and said: Before the passing of this Act it was competent for a plaintiff in an action of criminal conversation to proceed against a second alleged adulterer although he had already obtained a verdict and judgment in a similar action against another defendant: *Gregson* v. *McTaggart* (1 Camp., p. 415). It is to be noticed that under section 33 a petition can be separately presented against a co-respondent although no claim is made in such a petition for a dissolution of marriage and such petition has to be served upon the wife: *Bernstein* v. *Bernstein* (1893, P. 292), *Story* v. *Story* (12 P. D. 196). In my view the result of these two decisions is that section 30, which requires the petition to be dismissed on proof of condonation, and section 31, which gives a discretion as to granting a decree where the petitioner has been guilty of adultery, are by the Matrimonial Causes Act, 1857, made applicable to a petition claiming damages against a co-respondent. They do not seem to me to decide that a petition for damages stands or falls in all cases with a petition for dissolution of marriage; and I would point out that in the case where a petition is only presented for damages, and there is no petition for dissolution, there can be no petition on which the petition for damages can depend. See *per* Lopes, L.J., in *Bernstein* v. *Bernstein* (*ubi supra*, at p. 306). And A. L. Smith, L.J., at p. 311, referring to section 28, says: "That means the alleged adulterers are to be made co-respondents if there are more than one, and it appears to me that in such circumstances the case against each is separate and distinct." See, too, *per* Bigham, P., in *M.* v. *M. and A.* (26 T. L. R., p. 305): "Assuming that the petitioner has suffered damage, his claim is against the co-respondent. That claim has not abated although the claim for divorce against the respondent has abated." In *Ramsden* v. *Ramsden and Luck* and *Ramsden* v. *Ramsden* (2 T. L. R., p. 867) Hannen, P., dealing with the provision as to the separate petition under section 33, says: "There might be circumstances in which it would be legitimate on a man's part to bring this species of action. For instance, if the woman who had committed the adultery died before he could institute proceedings for a divorce, in such a case the petitioner could not ask for a decree." In my view condonation or misconduct on the part of the petitioner would be an answer to even a separate petition for damages, but the right to damages is not a right which falls to the ground because the claim for dissolution has abated owing to death. The right of action when this petition was presented, so far as it related to the co-respondent Brice, was one for a wrongful act. There was an existing wife, who was then properly served, and I do not think the decree absolute against the wife, with respect to another co-respondent, does away with a right of action which, if established at the time, had accrued against the co-respondent. I may point out that, if this claim against the co-respondent necessarily fails because the decree absolute has been made against the wife, in a case like the present the co-respondent would be deprived of the right to vindicate

his position, although the action had been standing over against him, and he was no party to the obtaining of the decree absolute. For these reasons I think the appeal must be allowed, and the petitioner can proceed against the co-respondent Brice. The result of my decision on this appeal is that the wife's application for her costs must be dismissed, as her costs will be dealt with on the hearing of the petition to which she is, in my view, by section 33 of the Matrimonial Causes Act, 1857, made a party. The application by the co-respondent is, in my view, misconceived, and the appeal must be allowed with costs here and below to the petitioner in any event. In order that the wife's application for costs should be successful, it was necessary, in my view, for her to establish that the claim against the co-respondent Brice had come to an end, and I think the right thing to do with regard to this summons and the adjournment into Court is to give no costs to either the petitioner or the respondent.—COUNSEL, for the petitioner, *Elkin;* for the co-respondent Brice, *Grazebrook;* for the respondent, *W. O. Willis.* SOLICITORS, for the petitioner, *Aird, Hood, & Co.;* for the co-respondent Brice, *C. H. Wright;* for the respondent, *Oldham, Crowder & Cash.*

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

New Orders, &c.

Courts (Emergency Powers), England.

SUPREME COURT AND COURTS OF SUMMARY JURISDICTION.

THE COURTS (EMERGENCY POWERS) RULES, 1918 (SUPREME COURT AND COURTS OF SUMMARY JURISDICTION), DATED 11TH JANUARY, 1918, MADE BY THE LORD CHANCELLOR UNDER THE COURTS (EMERGENCY POWERS) ACTS, 1914 TO 1917 (4 & 5 GEO. 5, C. 78; 6 & 7 GEO. 5, C. 13; 6 & 7 GEO. 5, C. 18; 7 & 8 GEO. 5, C. 25).

PART I.—INTERPRETATION.

1. *Definitions.*]—In these Rules—

The expression "the Principal Act" means the Courts (Emergency Powers) Act, 1914; "the Act of 1916" means the Courts (Emergency Powers) Amendment Act, 1916; "the Act (No. 2) of 1916" means the Courts (Emergency Powers) (No. 2) Act, 1916; "the Act of 1917" means the Courts (Emergency Powers) Act, 1917, and "the Acts" mean all the said Acts.

The expressions "paragraph (*a*)" and "paragraph (*b*)" mean respectively paragraph (*a*) and paragraph (*b*) of subsection (1) of section 1 of the Principal Act as extended by section 1 of the Act of 1916, section 1 of the Act (No. 2) of 1916 and section 8 of the Act of 1917.

The expression "creditor" means any person who has obtained or is seeking to obtain any judgment or order for the payment or recovery of a sum of money to which paragraph (*a*) applies, or who is (apart from the provisions of the Principal Act as extended as aforesaid) entitled to enforce any of the remedies mentioned in paragraph (*b*); and the expression "debtor" has a corresponding meaning.

The marginal notes to these rules are for convenience of reference only, and shall not affect the construction thereof.

2. These Rules are divided into five parts, namely, (1) Interpretation, (2) Rules under the Principal Act as extended by the Acts of 1916 and 1917, (3) Rules under the Act (No. 2) of 1916, (4) Rules under the Act of 1917, and (5) General. The said Parts may be referred to as Part 1, Part 2, Part 3, Part 4, and Part 5 respectively. The Rules under Part 5 apply to Parts 2, 3, and 4, except so far as appears by any of the said rules.

PART II.—RULES UNDER THE PRINCIPAL ACT AS EXTENDED BY SECTION 1 OF THE ACT OF 1916, SECTION 1 OF THE ACT (No. 2) OF 1916 AND SECTION 8 OF THE ACT OF 1917.

3. *Courts by which powers under Act to be exercised.*]—(1) For the purposes of paragraph (*a*) the court to which application is made shall be the court by which the judgment or order for the payment or recovery of a sum of money has been directed, entered or made, or in which it is being sought.

(2) For the purposes of paragraph (*b*) the court to which application is made may be—

(*a*) in any case whatever except that of applications comprised in sub-head (*b*) hereof, the High Court;

(*b*) in the case of applications to foreclose or realise in respect of mortgages of leasehold interests to which the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, applies, the County Court;

(*c*) in any of the following cases, namely—

(i) in the case of an application for leave to take, resume or enter into possession of any property, or to appoint a receiver of mortgaged property, or to exercise any right of re-entry, where the amount of the sum for enforcing payment or recovery whereof, or in default of payment or recovery whereof, the remedy is sought to be enforced, does not exceed one hundred pounds, and (in the case of lands, tenements, or hereditaments) where neither the value of the premises nor the rent payable in respect thereof exceeds one hundred pounds a year; or

(ii) in the case of an application for leave to foreclose, or to sell in lieu of foreclosure, or to realise any security or to institute proceedings for foreclosure or for sale in lieu of foreclosure where the amount of the principal sum secured does not exceed five hundred pounds; or

(iii) in any other case where the value of the subject-matter (as hereinafter defined) of the application does not exceed one hundred pounds,

the County Court as an alternative to the High Court; and

(*d*) as a further alternative, in the case of distress for rent where the amount of the yearly rent does not exceed twenty pounds, or in cases where it is sought to enforce either the lapse of a policy to which subsection (1) of section one of the Principal Act applies, or a hire-purchase agreement the original liability on which does not exceed twenty pounds,

a court of summary jurisdiction.

(3) For the purposes of this Rule, the value of the subject-matter of an application shall be deemed to be—

in the case of an application for leave to levy distress, the amount for which distress is proposed to be levied;

in the case of an application for leave to take, resume, or enter into possession of any property, or to exercise any right of re-entry, the amount of the sum sought to be recovered;

in the case of an application for leave to foreclose, or realise any security, or to institute proceedings for foreclosure or sale in lieu of foreclosure, the amount of the principal sum secured;

in the case of an application for leave to forfeit any deposit, the total amount payable in respect of which the deposit has been made; and

in the case of an application for leave to enforce the lapse of a policy of insurance to which subsection (1) of section one of the Principal Act applies, the amount ultimately recoverable under the policy.

(4) Applications shall, in the absence of special circumstances, be made to a County Court or to a court of summary jurisdiction, as the case may be, where application to such a court is permitted by this Rule.

The Court may order any increased costs occasioned by disregard of this sub-rule to be borne by the applicant.

Where an application is made to the High Court, which in the opinion of that Court ought to have been made to a County Court or to a court of summary jurisdiction, the application may, if thought fit, be remitted or transferred to the proper court; and where an application is made to a County Court which in the opinion of that court ought to have been made to a court of summary jurisdiction, the County Court may remit or transfer the application to a court of summary jurisdiction.

4. *Mode of application under paragraph (a).*]—(1) In cases under paragraph (*a*) where a judgment or order has been already directed, entered or made, application shall be made by summons to be served at such time and in such manner and to be dealt with according to such practice generally as may be in conformity with the practice of the court or division of the court to which the application is made. Such summons may be in or to the effect of the Form No. 3 in the schedule to these Rules.

Provided that such summons shall have appended to it a note corresponding, *mutatis mutandis*, with the note in the Form No. 1 in the Schedule to these rules.

(2) In cases under paragraph (*a*) where no judgment or order has been already directed, entered or made, application may be made at the time when the judgment or order is directed or entered or made without any summons: Provided that unless the debtor is actually present by himself or his solicitor or counsel at the time when the

judgment or order is directed or entered or made such application shall not be entertained unless the creditor shall have served on the debtor, in accordance with the practice of the court in question as to the service of summonses, a notice of intention to make the application.

(3) In the case of an action the notice required by sub-rule 2 of this rule may be served on the defendant with a writ of summons, and may be in the form or to the effect of the Form No. 4 set out in the schedule to these Rules and shall be accompanied by a form of counter-notice in or to the effect of the counter-notice in that form set out. If the defendant, after being served with such notice, does not either enter an appearance in the action or file the counter-notice at or send it by post to the Central Office or District Registry in accordance with the notice, the plaintiff may obtain leave to proceed to execution on or to the enforcement of any judgment in default of appearance in the action on an *ex parte* application without any further notice. If the defendant either enters an appearance or so files the counter-notice or sends it by post an application under the Acts must be made on notice or by summons. Where such an application under the Acts is rendered necessary by reason of the failure of the plaintiff to serve the notice and form of counter-notice in this sub-rule mentioned the costs of such application shall be borne by the plaintiff unless the court otherwise orders.

(4) In cases within sub-rule (2) of this rule, when the notice under sub-rule (3) is not applicable or has not been given, or when the debtor has entered an appearance or filed or sent the counter-notice, the notice required by sub-rule (2) may be in the form or to the effect in the form No. 5 in the schedule to these rules and may be given separately or embodied in any summons or notice of motion.

(5) Any such notice as in sub-rule (4) of this rule mentioned may be served either with the document originating the proceedings or at any later time not being less than two clear days before the directing, entering or making of the judgment or order unless in any case the court abridge such time or otherwise order.

(6) Any such notice as in sub-rules (3) or (4) or (9) of this rule mentioned shall have appended to it a notice in the form or to the effect of the form No. 1 in the schedule to these Rules.

(7) The practice of the court to which the application is made as to the time and place and method of service and as to substituted service and otherwise shall apply to the service of a notice under this rule as if such notice were a summons. The court may, if it shall think fit, order any such notice to be served either by registered or by ordinary post.

(8) No application under the Principal Act is required for the issuing of a Judgment Summons.

(9) No application under the Principal Act is required for the issue of a garnishee order *nisi* or a charging order *nisi* on stock or shares or a summons for the appointment of a receiver by way of equitable execution with or without an injunction. But where the judgment or order sought to be enforced by such order *nisi* or summons is one to which paragraph (*a*) applies, then :—

(i) such garnishee order *nisi* shall not be made absolute unless the debtor and the garnishee respectively have been served with the same and with a notice in or to the effect of the form No. 6 in the schedule to these Rules.

(ii) such charging order *nisi* shall not be made absolute unless the debtor has been served with the same and with a notice in or to the effect of the form No. 6 in the schedule to these Rules.

(iii) An order for such receiver shall not be made unless the debtor has been served with the summons and with a notice in or to the effect of the form No. 6 in the schedule to these Rules.

5. *Mode of application to the High Court under paragraph* (*b*).]—(1) Applications under paragraph (*b*) shall be made by way of originating summons, and shall be dealt with in chambers in accordance with the practice of the division of the High Court in which the application is made; but any such application may in the Chancery Division be adjourned into court at any stage of the proceedings or during the hearing.

(2) Every application shall be to the Division of the High Court which ordinarily deals with subject matters similar to the subject matter of the application. Any application made in contravention of this sub-rule may be transferred to the proper division, but may, if it is thought fit, notwithstanding anything in this sub-rule, be dealt with by the division in which it is made.

(3) The debtor shall not be required to enter any appearance to any such originating summons as aforesaid, and accordingly Rule 4 E of Order LIV. of the Rules of the Supreme Court, as well as the general practice of the High Court, shall apply thereto.

(4) Any originating summons under this rule may be in the form or to the effect of Form No. 7 or No. 8 in the Schedule to these rules. In particular it shall have a note as to the effect of the Act subjoined to it in the form or to the effect shown in Form No. 2 in the schedule to these Rules.

6. *Applications for foreclosure.*]—(1) On applications in the Chancery Division to make orders for foreclosure absolute it shall be sufficient to proceed by way of a summons in the foreclosure proceedings without taking out a separate originating summons. But such summons should be headed also in the matter of the Principal Act or the Acts or some of them as the case may be, and should have a Note appended thereto substantially equivalent *mutatis mutandis* to the Form No. 2 in the Schedule to these Rules.

7. *Conditions to be complied with on application for issue of execution.*]—(1) Where in any action or proceeding it is sought to issue a writ or other process of execution without an application on notice or summons, then, unless it sufficiently appears on the face of the proceedings that the judgment or order is one to which the Acts do not apply, the writ or other process of execution shall not issue without such application unless the party seeking to issue the writ or process of execution is in a position to comply and does comply with the following conditions.

(2) The party seeking to issue the writ or process of execution without such application shall state in the præcipe, in or to the effect of the form appended to this Rule,

(*a*) that the debtor is or is not an officer or a man of His Majesty's Forces,

(*b*) if it is stated that he is not then, that the judgment or order is for the payment or recovery of a sum of money payable in pursuance of a contract made after the beginning of the fourth day of August, nineteen hundred and fourteen, and that such contract is not a contract or rent not amounting to fifty pounds per annum; or

(*c*) if it is stated that he is, then that the debtor joined the Forces before the making of the contract in respect of which he is a debtor and that the judgment or order is for the payment or recovery of a sum of money payable in pursuance of a contract made after the beginning of the eleventh day of April, nineteen hundred and sixteen, and that such contract is not a contract for rent not amounting to fifty pounds per annum;

(3) If the party seeking to issue the writ or process of execution cannot comply with the above conditions whether because he does not know if the debtor is an officer or man of His Majesty's Forces or for any other reason, he must make an application on notice or summons.

[*Form of Statement.*]

(a) *Debtor not an officer or man of His Majesty's Forces, and debt not on contract made before the 4th August*, 1914, *and not for rent under* £50 *per annum on contract made on or after 4th August*, 1914.

(b) *Debtor an officer or man of His Majesty's Forces, and debt not on contract made before the 11th April*, 1916, *or before the debtor joined the Forces, and not for rent under* £50 *per annum on contract made on or after the 11th April*, 1916, *or on or after the date on which the debtor joined the Forces.* ...£

8. Applications in the King's Bench Division under paragraphs (*a*) and (*b*) may be dealt with by a Master or a District Registrar.

9. *Evidence in support of application.*]—It shall not be necessary in the first instance for a creditor to support any application either under paragraph (*a*) or under paragraph (*b*) by any affidavit or other evidence except such evidence, if any, as may be required to shew the nature and extent of the relief required by him. But if any contest arises between the parties the court to which the application is made may make such requirements or give such directions as to evidence on the part of either party or both parties as the case shall require.

10. *Power to require security.*]—The conditions on which under sub-section (2) of section one of the Principal Act the court may stay execution or defer the operation of any of the remedies referred to may, if the court thinks fit, include the giving of any undertaking or the deposit in court or otherwise of any securities, or in the case of the High Court the appointment of a receiver or the granting of an injunction.

11. *Application to courts of summary jurisdiction.*]—Applications to a court of summary jurisdiction under paragraph (*b*) shall be made by means of a summons entitled, "In the matter of the Courts (Emergency Powers) Acts, 1914-1917," and shall be dealt with by the court.

12. *Note to be subjoined to summons.*]—In the case of any application under paragraph (*b*) to a court of summary jurisdiction the summons shall have subjoined to it a note stating the effect of the Act in terms similar to those of the note to Form 2 in the schedule to these rules.

13. *Procedure under Small Tenements Recovery Act.*]—The procedure under the Acts and these Rules in the case of an application to a court of summary jurisdiction under section one of the Small Tenements Recovery Act, 1838, shall be the same as if the issue of a warrant under that section were an order of a court of summary jurisdiction.

(*To be continued.*)

War Orders and Proclamations, &c.

The *London Gazette* for 11th January contains the following :—

1. An Order in Council, dated 11th January, varying the Statutory List under the Trading with the Enemy Amendment Act, 1916. Additions are made as follows :—Mexico (about 300). The usual notices are appended (see *ante*, p. 10). A List (The Consolidating List No. 41A) consolidating all previous Lists was published on 7th December, 1917, which, together with Lists No. 42 and No. 43 of the 21st December, 1917, and 4th January, 1918, respectively, and the present List, contains all the names which up to this date are included in the Statutory List.

2. A Notice, dated 8th January, as to Cargoes ex Enemy Vessels in Portuguese Harbours (printed below).

3. A Foreign Office (Foreign Trade Department), dated 11th January, that certain additions or corrections that have been made to the list published as a supplement to the London Gazette of 27th November, 1917, of persons to whom articles to be exported to China may be consigned.

4. The Jute Goods (Prices) Order, 1918, dated 6th January, made by the Army Council (printed below).

5. The Hides (Restriction of Tanning) Order, 1918, dated 9th January, made by the Army Council (printed below).

6. A Notice that the following Orders have been made by the Food Controller :—

The Raw Coffee (Returns) Order, 18th December, 1917 (*ante*, p. 182).
The Oils and Fats (Requisition) Order, 21st December, 1917 (*ante*, p. 198).
The Bacon and Ham Curers (Returns) Order, 21st December, 1917 (*ante*, p. 198).
The Refined Vegetable Oils (Requisition) Order, 21st December, 1917 (*ante* p. 198).
The Food Control Committees (Local Distribution) Order, 22nd December, 1917 (*ante*, p. 200).

The *London Gazette* of 15th January contains the following :—

7. A Ministry of Munitions Order, dated 12th January (printed below), as to priority of Work.

8. The New Zealand Hemp (Maximum Prices), No. 2 Order, dated 11th January, made by the Army Council (printed below).

9. An Admiralty Notice to Mariners, dated 11th January, No. 70 of the year 1918 (revising of No. 885 of 1917, which is cancelled).—Scotland, West Coast—Firth of Clyde, Isle of Arran. Lamlash Harbour Entrances—Light-buoys Established to Mark Gateways—Traffic Regulations :—

10. We also print below the following Food Orders :—

The Oats Products (Retail Prices) Order, 1917, dated 10th November, as amended by subsequent Orders.
Notice as to Sugar Ration.
The Ice Cream (Restriction) Order, 1917 (General Licence : 2nd January).

Foreign Office Notice.

CARGOES *EX* ENEMY VESSELS IN PORTUGUESE HARBOURS.

With reference to the notification which was published in the *London Gazette* of 2nd November, 1917, respecting the release of allied and neutral merchandize found on enemy vessels in Portuguese harbours, His Majesty's Minister at Lisbon reports that he is now informed by the Portuguese Government that the period within which claims of any kind for delivery of goods from such vessels must be presented has been prolonged to 28th February, 1918, and that the period within which the certificate to be given by His Majesty's Legation in respect of the release of British-owned goods may be lodged ,has been similarly extended.*

*See Art. 2 of Decree of 13th July, 1917, published in *London Gazette* of 3rd August, 1917.

8th January.

Army Council Orders.

JUTE GOODS (PRICES) ORDER, 1918.

In pursuance, &c., the Army Council hereby order as follows :—

1. No person shall sell any yarns or goods of any description produced by him wholly from jute at prices exceeding the prices set out in the Schedule hereto annexed.

2. No person shall sell any yarns or goods of the description aforesaid, which such person may purchase or may have purchased from the producer thereof, at prices exceeding the prices set out in the Schedule hereto annexed by more than 5 per cent.

3. No person shall sell any yarns or goods of the description aforesaid, which such person may purchase or may have purchased from any person not being the producer thereof, at a price exceeding the prices set out in the Schedule hereto annexed by more than 5 per cent., provided that on any sale by any such person of any yarns or goods of the description aforesaid not exceeding £50 in value the selling price may include an allowance in respect of profit not exceeding 10 per cent. of the actual purchase price, and provided further that on any sale by any such person of any yarns or goods of the description aforesaid not exceeding £100 in value the selling price may include an allowance in respect of profit not exceeding 5 per cent. of the actual purchase price.

4. This Order may be cited as the Jute Goods (Prices) Order, 1918.

6th January.

[Schedule of Maximum Prices.]

HIDES (RESTRICTION OF TANNING) ORDER, 1918.

In pursuance, &c., the Army Council hereby order as follows :—

1. No tanner shall, without a permit issued by or on behalf of the Director of Raw Materials, put into process any hide or any part thereof.

2. This Order shall come into force on the 2nd day of February, 1918.

3. This Order may be cited as the Hides (Restriction of Tanning) Order, 1918.

9th January.

NEW ZEALAND (MAXIMUM PRICES) No. 2 ORDER.

In pursuance, &c., the Army Council hereby order as follows :—

1. No person shall sell to any other person in the United Kingdom any New Zealand Hemp or Tow or East African Sisal Fibre or Tow or St. Helena Hemp or Tow at prices exceeding the prices in the schedule hereto annexed.

2. The Order made by the Army Council under the said Regulations relating to New Zealand Hemp and Tow and East African Sisal Fibre, and dated 17th December, 1917, is hereby cancelled.

3. This Order may be cited as the New Zealand Hemp (Maximum Prices) No. 2 Order.

11th January.

[Schedule of Maximum Prices.]

Ministry of Munitions Order.

AMENDING THE PRIORITY OF WORK ORDER DATED THE 8TH MARCH, 1917.

In reference to the Order of the Minister of Munitions as to the priority to be given to work carried out in factories and workshops and elsewhere dated 8th March, 1917 (61 SOLICITORS' JOURNAL, 338), the Minister of Munitions, in exercise, &c., hereby orders that the said Order shall henceforth be read and take effect as if the words "Clothing, wholesale manufacture of," were added at the end of the Third Schedule to the said Order.

Food Orders.

THE OATS PRODUCTS (RETAIL PRICES) ORDER, 1917, AS AMENDED BY THE OATS PRODUCTS (POSTPONEMENT OF DATE) ORDER, 1917, AND THE OATS PRODUCTS (RETAIL PRICES) ORDER, No. 2, 1917.

In exercise, &c., the Food Controller hereby orders as follows :—

1. *Maximum prices for Oat Flour and Oatmeal.*]—No person shall on or after 31st December, 1917, sell or offer or expose for sale or buy or offer to buy by retail any Oat Flour, Oatmeal, Rolled Oats, Flaked Oats or other like products of Oats at prices exceeding the maximum prices applicable thereto according to the following table :—

Place of Sale.	Oat Flour.		Oatmeal, Rolled Oats, Flaked Oats or other like products of Oats.	
	For every 7 lbs. included in the sale.	Rate per lb. for any quantity less than 7 lbs. included in the sale.	For every 7 lbs. included in the sale.	Rate per lb. for any quantity less than 7 lbs. included in the sale.
	s. d.	*d.*	*s. d.*	*d.*
Scotland	2 3½	4	2 0	3½
All other parts of the United Kingdom ...	2 6½	4½	2 3	4

2. *Bags and Packages, &c.*]—The maximum price shall include all charges for bags and other packages and no additional charge shall be made therefor. No extra charge may be made for giving credit or for making delivery.

3. *Proprietary Brands.*]—Except in such cases as the Food Controller may otherwise determine this Order shall apply to proprietary brands of the articles mentioned.

4. *Contracts.*]—Where the Food Controller is of opinion that the price payable under any contract subsisting at the date of this Order for the sale of any Oat Flour, Oatmeal, Rolled Oats, Flaked Oats or other like products of Oats is such that the same cannot at the prices permitted by this Order be sold by retail at a reasonable profit, he may, if he thinks fit, cancel such contract or may modify the terms thereof in such manner as shall appear to him to be just.

5. *Meaning of Oat Flour.*]—In this Order "Oat Flour" means only such oat flour as will pass through a silk or wire sieve having not less than 48 meshes to the inch.

6. *Fictitious transactions.*]—No person shall in connection with the sale or disposal or proposed sale or disposal of any Oat Flour, Oatmeal, Rolled Oats, Flaked Oats or other like products of Oats, enter or offer to enter into any fictitious or artificial transaction, or make or demand any unreasonable charge.

7. *Infringement.*]—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

8. *Revocation.*]—The Oats and Maize Products (Retail Prices) Order, 1917, as amended by the Oats and Maize Products (Retail Prices) No. 2 Order, 1917, is hereby revoked so far as concerns Oat Flour, Oatmeal, Rolled Oats, Flaked Oats and other like products of Oats as from 31st December, 1917, but without prejudice to any proceedings in respect of any contravention thereof.

9. *Title.*]—This Order may be cited as the Oats Products (Retail Prices) Order, 1917.

10th November, 1917 [Date of Original Order.]

SUGAR (RATIONING) ORDER, 1918.

NOTICE AS TO SUGAR RATION.

In exercise of the powers reserved by the above Order, the Food Controller hereby determines that, until further notice, the weekly sugar ration shall be ½ lb.

31st December, 1917.

ICE CREAM (RESTRICTION) ORDER, 1917.

General Licence.

The Food Controller authorizes the sale before 8th January, 1918, of any Ice Cream made substantially from material manufactured for that purpose and in the hands of retailers on 31st December, 1917.

2nd January, 1918.

A Committee on Currency after the War.

The Lords Commissioners of the Treasury and the Minister of Reconstruction have appointed a Committee to consider the various problems which will arise in currency and foreign exchanges during the period of reconstruction and to report on the steps required to bring about the restoration of normal conditions in due course. The constitution of the Committee will be as follows :—

Lord Cunliffe, G.B.E., Governor of the Bank of England, chairman.
Sir Charles Addis, Hongkong and Shanghai Banking Corporation.
Hon. Rupert Beckett, Beckett & Co.
Sir John Bradbury, K.C.B., Secretary to the Treasury.
Mr. G. C. Cassels, Bank of Montreal.
Mr. F. Gaspard Farrer, Baring & Co.
Hon. Herbert Gibbs, of Antony Gibbs & Sons.
Mr. W. H. N. Goschen, chairman of the Clearing Bankers' Committee.
Lord Inchcape of Strathnaver, G.C.M.G., K.C.S.I., K.C.I.E.
Mr. R. W. Jeans, Bank of Australasia.
Mr. A. C. Pigou, M.A., Professor of Political Economy, Cambridge University.
Mr. G. F. Stewart, D.L., F.S.I., Ex-Governor of the Bank of Ireland.
Mr. William Wallace, Royal Bank of Scotland.
Mr. G. C. Upcott, of the Treasury and Ministry of Reconstruction, will act as secretary to the Committee.

Posters and Circulars.

The Paper Restriction (Posters and Circulars) Order, 1918, which, says the *Times*, takes effect from 1st February, revokes and embodies with some amendment the Paper Restriction (Posters and Circulars) Consolidation Order of 22nd October, 1917, and the general licences of 8th and 19th November issued thereunder. The Order imposes no fresh restrictions, and makes several concessions.

New posters will be restricted to 2,400 square inches, as at present. So far as concerns stock posters, retailers are accorded the same privileges as other advertisers. They will be entitled to exhibit anywhere posters which were printed or partly printed on or before 2nd March, 1917, and were actually in stock on or before 22nd October, 1917. The restriction as to the total area of posters to be exhibited on any one wall, hoarding, or place which was imposed by the Order of 22nd October is removed generally so far as stock posters are concerned.

The unrestricted dispatch of trade catalogues and price lists from traders to traders is permitted up to 31st January, 1919. Other classes of advertising circulars may be distributed up to the same date on the basis of one-third of the total weight of such matter distributed between 1st February, 1916, and 31st January, 1917.

Annual reports of companies or societies issued to their own members, auctioneers' and surveyors' catalogues and price lists, prospectuses and application forms dispatched by insurance companies in response to requests in writing are definitely excluded from the Order.

The general exemption accorded by the Order of 22nd October to certain named Stock Exchanges is now extended to all Stock Exchanges in the United Kingdom.

London Lighting.

The Commissioner of Police draws attention to an alteration in the times for the obscuration of lights under the Lights (London) Order. Last Wednesday (16th January) the hour was 6 p.m. instead of 5.30 p.m. as hitherto, and will so continue for the remainder of the month. Afterwards it will be as follows :—

6.30 p.m. during February,
7.30 p.m. during March, and
8.30 p.m. during April.

Societies.

General Council of the Bar.

The following are extracts from the annual statement issued by the Bar Council for 1917 :—

In May last Mr. Henry C. A. Bingley, the secretary to the Council, was appointed a Metropolitan Police Magistrate, and in consequence resigned his office, which he had held since the inception of the Council in 1896. The Council presented to Mr. Bingley on his retirement a piece of plate suitably inscribed, together with the following resolution engrossed on vellum :—"This Council, whilst accepting with regret the resignation of Mr. Henry C. A. Bingley, who for the past twenty-two years has been its secretary, desires, not only to convey to him its heartiest congratulations upon his appointment as a Metropolitan Magistrate, but also to record its high appreciation of the great ability and untiring devotion with which he has discharged his duties as secretary throughout his term of office; and hereby tenders to him its thanks for the valuable services thus rendered both to the Council and to the Bar generally."

Pending the appointment of a successor Mr. Bingley has continued to assist the Council in the capacity of honorary secretary. In September last the Council advertised for a temporary secretary to hold office for the continuation of the war and six months afterwards. They have recently selected Mr. Harold Hardy, of Gray's-inn and the Oxford Circuit, for such temporary appointment, and he will enter upon his duties on the 1st January, 1918.

BARRISTERS AND THE WAR.—A second issue of the revised list of barristers now serving, or who have served, in His Majesty's Forces has been prepared by the Council and may be obtained gratis on application to the secretary of the General Council of the Bar, 2, Hare-court, Temple, E.C. This list contains the names of 1,388 barristers, of whom 153 had then given up their lives in the service of their country. So far as can be ascertained at the date of issue of this statement, the number of barristers now serving or who have served amounts to 1,406, of whom 162 have been killed or have died, thirty-two have received the Military Cross, and nineteen the Distinguished Service Order, whilst twenty-six have been mentioned in despatches. The secretary would be glad to receive any additional names and particulars to be added to the above list; he would also be grateful for any information with regard to transfers, promotions, distinctions and casualties affecting the names contained in the list.

Sustentation Fund.—The Council desires to refer to the statement which appeared in the last annual statement, and to state that two further cases of financial need have come to the knowledge of the Executive Committee during the past year, and that the required assistance has been promptly given through the chairman by private contributions from members of the Bar.

Military Representatives.—In February last, at the request of the Attorney-General, the Council obtained and submitted to the War Office the names of numerous barristers willing to act as paid military representatives before the various tribunals. In the result some twenty barristers were appointed to fill the posts.

COUNTY COURTS.—The Council have received and adopted the following report of a Special Committee appointed by the Council, and have transmitted it to His Honour Judge Radcliffe, K.C., the chairman of the committee appointed by the Lord Chancellor to consider the matter:—

Report of Special Committee.—The assistance of the Council having been invited by Judge Radcliffe in dealing with the existing arrangements and distribution of the county court circuits, districts, and court centres, with special reference to the necessity of providing convenient access to the courts for litigants, and the desirability of effecting economy both in time and money in the administration of the courts, the Council referred the matter to a special committee for consideration and report. Your committee beg to report that they have adopted unanimously the following resolutions:—(1) That in their opinion a system under which each judge has a definite area under his exclusive jurisdiction and control would be preferable to his obtaining the occasional assistance of another judge so long as the number of sittings is not diminished. (2) That the system under which a part of a circuit is in the Metropolitan area and part of it extends some distance into the country is not very satisfactory, and that a more satisfactory solution would be to group the London courts afresh, allotting to each judge his own exclusive district. (3) That in their opinion the unlimited bankruptcy jurisdiction conferred on two of the London county courts—Greenwich and Wandsworth—should be transferred to the London Bankruptcy Court. (4) That in their opinion all county courts should be as accessible to the litigant as geographical conditions will permit, and that this committee is opposed to any proposal to group in specially selected towns or courts the more important cases. Your committee have dealt only with the questions indicated to them as those upon which an opinion is desired, but if in the course of the inquiry further points should arise for determination they would be glad to be of any further assistance.

QUESTIONS RELATING TO PROFESSIONAL CONDUCT AND PRACTICE.—The attention of the Council has again been directed to numerous matters affecting the conduct and practice of the profession, amongst which the following may be mentioned:—

I. *Cross-examination to Credit.*—The Council have been asked by a county court judge to consider the possibility of framing some general rules for the guidance of counsel who are instructed to put questions in cross-examination suggesting imputations upon the character or conduct of a witness. By the Rules of the Supreme Court (R. XXXVI. 38) it is provided that a judge may disallow any question which may appear to him to be vexatious and not relevant to the matters which are being inquired into. It is common knowledge that this power is very seldom exercised, no doubt because of the difficulty of distinguishing between legitimate cross-examination to credit and "vexatious" questions. The subject, however, was more fully dealt with by Sir James Stephen in the Indian Evidence Act, 1872 (secs. 148, 149, 152), and the substance of those sections, re-arranged and adapted, is expressed in the following rules. The Council are of opinion that they correctly state the general principles by which counsel should be guided in such matters, and that greater particularity is unattainable. (1) Questions which affect the credibility of a witness by attacking his character but are not otherwise relevant to the actual inquiry, ought not to be asked unless the cross-examiner has reasonable grounds for thinking that the imputation conveyed by the question is well founded or true. (2) A barrister who is instructed by a solicitor that in his opinion the imputation is well founded or true, and is not merely instructed to put the question, is entitled *primâ facie* to regard such instructions as reasonable grounds for so thinking, and to put the questions accordingly. (3) A barrister should not accept as conclusive the statement of any person other than the solicitor instructing him that the imputation is well founded or true, without ascertaining, so far as is practicable in the circumstances, that such person can give satisfactory reasons for his statement. (4) Such questions, whether or not the imputations they convey are well founded, should only be put if in the opinion of the cross-examiner the answers would or might materially affect the credibility of the witness; and if the imputation conveyed by the question relates to matters so remote in time or of such a character that it would not affect or would not materially affect the credibility of the witness, the question should not be put. (5) In all cases it is the duty of the barrister to guard against being made the channel for questions which are only intended to insult or annoy either the witness or any other person, and to exercise his own judgment both as to the substance and the form of the questions suggested to him.

IV. *Briefing Leading Counsel in the Chancery Division.*—The Council have had under consideration the following letters from a solicitor addressed to the secretary of the General Council of the Bar:—

12th September, 1917. Dear Sir,—I should be much obliged if you would kindly inform me whether, in the case of a Chancery action in Mr. Justice A.'s list being heard by Mr. Justice B. for Mr. Justice A., if counsel attached to Mr. Justice B.'s court be briefed he must be paid a special fee although he is appearing before his own judge. In the particular case in which this question arises counsel's clerk contends that for all purposes the case must be treated as if it had actually been heard by Mr. Justice A., before whom the counsel in question would have required a special fee.—Yours faithfully, ———.

21st September, 1917. Dear Sir,—*Chancery Leaders.*—. . . I should perhaps add that the judge of whose bar the leader in question was briefed was sitting at the request of the judge in whose list the case stood because it was urgent to have the case decided before vacation, and the judge in whose list the case stood was temporarily sitting in the Court of Appeal.—Yours faithfully, ———.

The Council resolved:—

1. That the practice of the Chancery Division as to briefing leading counsel when one judge of that division hears a case for another judge of that division is as follows:—When a case from the list of Judge A. is heard by Judge B. at the request of Judge A. without being transferred, a leading counsel practising before Judge A. may appear before Judge B. and cannot require a special fee. On the other hand, the client is entitled if he prefers to brief a leading counsel practising before Judge B., and counsel so practising is not entitled to require a special fee. If the client briefs a counsel practising before one of such judges, a counsel practising before the other judge is not entitled to a brief although he may have been retained. This practice does not apply to cases where Judge B. takes the business or a part of the business of Judge A. in consequence of the absence of Judge A. owing to illness or other cause (*e.g.*, sitting in the Court of Appeal or on a Commission). In such a case the court is in relation to such business the court of Judge A. for all purposes.

2. That inasmuch as the particular case in question was heard by Mr. Justice B. owing to the absence of Mr. Justice A. by reason of his sitting in the Court of Appeal, the counsel referred to was not entitled to accept a brief except on the terms of being paid a special fee.

VI. *King's Counsel appearing without a Junior before Tribunals under the Military Service Acts.*—The Council have had under consideration the following letter from a King's Counsel:—

Dear Bingley,—Ought a King's Counsel to insist on having a junior before a tribunal under the Military Service Acts? There seems to be some difference of opinion about it, and I want to know for my future guidance. It would be useful also, no doubt, to others to have a pronouncement.—Yours very sincerely, ———.

The Council resolved that, so far as they are aware, there is no rule of professional etiquette preventing a King's Counsel from so appearing without a junior should he choose to do so.

VIII. *Barristers and Military Representatives.*—The Council, having considered a complaint by a member of the Bar exempted from military service that, when appearing as counsel before a local tribunal in support of an application for the exemption of a client from military service, he was personally attacked, during the hearing, by the military representative on the ground that the advocate ought himself to be serving with the forces, and was called upon to produce his exemption certificate. Resolved—1. That it is an elementary rule of fair advocacy, the breach of which is calculated seriously to interfere with the due administration of justice, that an advocate should not make personal attacks on the opposing advocate in relation to matters which have no bearing on the merits of the case before the tribunal. 2. That, in the opinion of the Council, the above-mentioned rule is of the widest application, and ought to be observed not only by members of the Bar and other professional advocates, but by all others who may be temporarily entrusted with the duties of advocacy; and that accordingly it is wholly irregular and calculated to interfere with the course of justice for a military representative, during the hearing of an application for exemption under the Military Service Acts before a local tribunal, to attack the advocate appearing in support of the application on the ground that such advocate ought himself to be serving with His Majesty's forces. 3. That a copy of the above Resolutions 1 and 2 be sent to the barrister making the complaint, to the military representative in question, and to the War Office.

IX. *Barristers and the War.*—The General Council of the Bar have from time to time received information which suggests that (possibly owing to the long duration of the war) the resolutions unanimously passed in October, 1914, have been lost sight of, and venture again to

call them to the attention of the Bar. They feel that they will not appeal in vain to our generous profession to do everything possible to safeguard the position of those of our brethren who have made great sacrifices, which affect not only their professional prospects and ambitions, but also the immediate welfare of their dependants. The resolutions referred to are printed below. Those inviting the co-operation of the solicitors received the cordial approval of the Law Society. "That with a view to preserving as far as possible the practice of barristers who are unable to attend to their business owing to their serving in His Majesty's forces or otherwise in connection with the war, solicitors be asked to adopt the following procedure in every case in which a solicitor would normally have employed a barrister so serving :—(i) The solicitor to continue to place the name of the barrister so serving on briefs and papers, and to deliver such briefs or papers at the chambers of such barrister. (ii) The solicitor at the same time to arrange with the clerk of the barrister so serving as to the barrister who is to be invited actually to hold the brief or attend to the papers, the clerk of the barrister so serving to hand the brief or papers to the barrister chosen or approved of by the solicitor." That with a view to preserving so far as possible the practice of every barrister who is unable to attend to his business owing to his serving in His Majesty's forces or otherwise in connection with the war (hereinafter designated as A. B.), the Bar Council recommends :—(a) That all barristers should make it a point of honour to do what they can to ensure that A. B. may get back his practice intact when he resumes work at the Bar. (b) That all barristers, whether senior or junior to A. B., should, so far as reasonably practicable, do the work of A. B., making any arrangement they think fit as to sharing fees, but so that all fees be as between A. B. and the client booked by A. B.'s clerk to the credit of A. B. (c) That any barrister doing the work for A. B. should, after his signature to any pleadings or other documents, add 'for A. B., now serving in His Majesty's forces (or as the case may be),' and, if holding a brief, should state to the Court for whom he is holding such brief, and for what reason."

Settlement of Differences between the two Branches of the Profession.—The Council desire to remind the profession that the chairman of the Council is prepared, in conjunction with the President of the Law Society, to undertake the settlement of differences which may arise between the two branches of the profession. Before the matter is entertained, the parties in dispute are required to sign the following memorandum :—"We, the undersigned, hereby testify our consent to leave the matter in dispute between us to be settled by the chairman of the General Council of the Bar, or some member of that Council to be named by him, and the President of the Law Society, or some member of the Council of that Society to be named by him, as they think fit, and to abide by their decision." This method of settlement was originally adopted at the suggestion of the Law Society, and it is believed has on many occasions been of service to the parties.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, 25th January, at 2 o'clock.

The President (Mr. Samuel Garrett) will deliver an address urging on behalf of the Council the desirability of establishing a Ministry of Justice. He will move :—"(1) That in the opinion of this general meeting of the Law Society the institution of a Ministry of Justice is necessary in the national interests. (2) That a copy of the foregoing resolution be sent to the Prime Minister, the Lord Chancellor, the Minister of Reconstruction, and to such other persons as the Council may determine."

Mr. James Dodd, London, will move :—"That a special committee be appointed by the Council to formulate a drastic scheme whereby litigation may be speeded up and cheapened."

Mr. Charles Baker, London, will move :—'That general meetings of the society be called for not earlier than 5 o'clock p.m."

Mr. Edward A. Bell, London, will move :—"That in the opinion of this meeting it is to the public advantage that the principle of reconstruction be applied to legal procedure in this country; and in furtherance of this object the Council be recommended to approach the Bar Council, with a view of a general investigation of the need for reform in the jurisdiction and procedure of the various courts and organisation of both branches of the legal profession."

Lord Reading's Mission to the United States.

When the Lord Chief Justice entered Court on the 11th inst., says the *Times*, the Solicitor-General (Sir Gordon Hewart, K.C.), speaking on behalf of the Bar, in the presence of most of the judges, wished his lordship God-speed on his visit to the United States as High Commissioner and Ambassador Extraordinary. Many King's Counsel were present, and the court was thonged with members of the Junior Bar and of the general public.

The SOLICITOR-GENERAL said that he desired, in the unavoidable absence of the Attorney-General, to express to the Lord Chief Justice, on behalf of the Bar of England, their deep sense of the devotion to duty and of the public spirit which had led his lordship to accept a great and exacting office. At the same time, he would like to offer to his lordship the best wishes of every one of them in his high undertaking. They wished him from their hearts a prosperous mission and a speedy return.

The occasion was without precedent and without parallel. Never before in the history of this country, in war or peace, had the King appointed a Lord Chief Justice of England to discharge the duties of High Commissioner, Ambassador Extraordinary, and Minister Plenipotentiary. In the unexampled needs of the present crisis no other course was open. Already, in the brief leisure of his great office, his lordship had rendered, from the first moment of the war, such service to the State as was possible. Regrettable as it might be that his lordship should, even for a little time, be absent, the country had in him a representative, a spokesman, and an administrator of such a character that the choice of him was very appropriate for the carrying out of the most difficult and most responsible duties which could be found. It was not only in this country that that conviction prevailed. His lordship was called to his supreme task by the unanimous voice of the English-speaking world, and the satisfaction universally expressed on both sides of the Atlantic at the announcement of the appointment rested, as they all knew, on the ardent belief that, as Lord Chief Justice of England, he would bring to every side of a difficult and complicated problem not only perfect impartiality of temper, but also unsurpassed clearness of vision.

It would be idle to pretend that the legal profession would not miss his lordship. On that matter, in his presence, he must not allow himself to dwell. He would only say that they would look forward eagerly to welcoming his lordship at the earliest moment on his return. Every one of them wished him God-speed. They asked him to express to their brethren of the United States Bar their unalterable resolve to stand with them shoulder to shoulder for the principles of freedom and justice, which had never been stated in more memorable words than by the President of the great nation that was waiting to receive his lordship.

In conclusion, Sir Gordon Hewart said : May success attend and crown your labours, and may the unity of effort achieved by these labours bear, before long, as its fruit, the peace which is victory and the victory which is lasting peace.

The LORD CHIEF JUSTICE said : Mr. Solicitor, I cannot adequately express to you my thanks for the observations which you have just made and for the wishes which you have so kindly expressed to me on behalf of the Bar of England. I am deeply grateful to you and to the Bar, and, may I add, also to my brother judges, who have never failed to assist to the best of their ability whenever I have been called away to perform any duties which in normal times are beyond my office. When I go from this country I shall at least have the satisfaction of knowing that the law will be administered as heretofore, that justice will be in the hands of my brother judges, and that the administration of the work in the courts will proceed on the same principles as have existed so long in this country, and that, more particularly in the present state of the work of the courts, it becomes a little easier for me to absent myself.

You have spoken so felicitously of the relations between this country and, in particular, of the link—the strong link of the law—between America and England, that I will add but a few words. With you, I think it not inappropriate that the holder of my office should proceed to America at this juncture on the mission to which his Majesty has graciously appointed me. America, like us, founds its law upon the common law of England. Their laws are based on the same ideals of justice and liberty as ours. Their laws have the same origin and customs as those of the English people; they are administered with the same traditions; and, in this struggle for justice and liberty, it does appear to me that there may be more reason than is, perhaps, apparent at first sight, for the selection of the holder of my office to proceed to America; for, after all, with my brother judges, I am the custodian of the common law of England. With their assistance we administer in this division that law, and, when I go to America, it appears to me that, with our Allies, I go for this country engaged in the administration of justice and in the preservation of liberty according to the laws of humanity and civilization.

When I was invited to undertake this great task I need not tell the members of my profession that I gave the most anxious thought to the question whether it was fitting that I should discharge these duties while holding my present office. You have said that there is no precedent. To me that is not the answer, as, indeed, it is not for you, Mr. Solicitor, speaking for the Bar. There is no precedent for the present time. Precedents must, therefore, be made if the exigencies of the circumstances require it. I have had the advantage of consultations with the highest authorities before coming to the conclusion that, in the temporary absence from this country of the holder of my office, I can nevertheless properly undertake the duties now entrusted to me. What weighed so much with me was that the service asked was in the national interest—not for a section of the nation, not for a political party, not for a particular class, but for a united nation, which speaks with one voice.

He trusted that the individual labours in which he and other judges were now engaged would be conducive to a peace which would be the lasting peace for which America and ourselves were continuing to labour; and that, when peace had come, America and this country would thereafter work continuously for the abolition of war, for the establishment of peace, for the benefit of humanity, and those higher laws of morality and humanity which he believed would be safeguarded by the purifying and ennobling sacrifices which had been made by this country, and which were now being made, and must be made, in the

future by America. He would take the Solicitor-General's message to the Bench and Bar of America and would deliver it to them, and he could assure him, from his own knowledge, that they would receive it with the utmost satisfaction. Across the seas they would clasp the hands of the Bench and Bar of this country, and would feel the satisfaction that we were working together for the greatest cause for which man had ever laboured. He thanked them from the bottom of his heart.

War Risks at Sea.

During the past few days, said the *Times* on Tuesday, a number of meetings have taken place in the insurance market respecting a possible extension of the Government scheme for the insurance of cargoes against war risks.

It is no secret that the financial experience of the State scheme, which has been in existence since the outbreak of war, has not been satisfactory. The scheme, however, was not instituted with the idea of earning a profit, but solely with the object of assisting the continuance of oversea transport. On the other hand, a good deal of money is known to have been earned in the insurance market in respect of war risks, since underwriters, unlike the State, were able to discriminate between the risks offered.

With a view to putting war risk insurance on a different basis, the suggestion was made that all war risk insurance in respect of cargoes in British steamers should be undertaken by the Government, and discussions appeared to be proceeding satisfactorily with underwriters to that end. It was proposed that a new Government office should be opened shortly at the building in Cornhill which belonged to the Disconto Gesellschaft.

Lately, however, opinion unfavourable to the scheme has crystallized in the insurance market. Those opposed to it maintain that their patriotism is as great as that of any body of men, but they consider that the circumstances have changed since a development of the State scheme was first mooted; that the scheme, as prepared, is not a satisfactory one; and that the bulk of any excess profits earned is now taken by the State. There the matter, for the moment at any rate, rests.

Obituary.

Qui ante diem periit,
Sed miles, sed pro patria.

Lieutenant Edward F. M. Brown.

Lieutenant Edward Frederick Montagu Brown, Hertfordshire Regiment, of 50, Bank-street, Sheffield, and The Old Parsonage, Edale, died on 8th January of wounds received last November. He was educated at Haileybury College and Magdalen College, Oxford, where he took his honours degree. He was afterwards enrolled as a solicitor, and was admitted a partner in the firm of Messrs. Henry Vickers, Son, & Brown, of Bank-street, Sheffield. On the outbreak of war he applied for a commission, which was refused on the ground that he was over thirty-one years of age. He enlisted in the Universities and Public Schools Brigade, and served in the ranks for about eighteen months, being promoted sergeant in the 18th Royal Fusiliers. He returned from France in February, 1916, and was granted a commission in the Hertfordshire Regiment. Lieutenant Brown married, in 1916, Constance Margaret, the younger daughter of the late Edward Boyle, of Reading. He was the only surviving son of Mr. and Mrs. R. Montagu Brown, of Edale, his younger brother, Captain Archibald Dimock Montagu Brown, having been killed in October, 1916.

Legal News.

Changes in Partnerships.

Mr. Cecil E. W. Fraser (W. J. Fraser & Son), of 78, Dean-street, Soho-square, London, W. 1, has taken into partnership, as from 1st January, 1918, Mr. Henry Charles Campbell, of 33, Great Marlborough-street, Regent-street, W. 1, who was formerly associated with his father, the late Mr. W. J. Fraser, and himself for upwards of thirteen years. The business will still be carried on at the above address under the style of W. J. Fraser & Son.

The practice of the firm of Mellor & Co., of 8, Coleman-street, E.C. 2, will, as from the 31st inst., be amalgamated with that of Messrs. Parker, Garrett, & Co., of St. Michael's Rectory, Cornhill, E.C. 3, and Mr. Geoffrey William Russell will become a partner in that firm.

Dissolutions.

Cecil Foster and Sydney Malcolm Baird, Solicitors (Foster, Spicer, & Foster), 7, Queen Street-place, in the city of London. Dec. 31. The said Cecil Foster will continue to carry on the said business.

Charles Ernest Harrison and Francis James Robinson, Solicitors (Harrison & Robinson), Lincoln Chambers, 3, Portsmouth-street, Lincoln's Inn-fields. Dec. 31. [*Gazette*, Jan. 11.

General.

The *Times* understands that, by agreement with the Government, an expert commission has been appointed to investigate the position created by the demand of the staffs and agents of the industrial insurance companies for the payment of a war bonus. The commission is to consist of a judge, a leading actuary, and a leading accountant. The intention is that the commission, which is expected to get to work very shortly, shall examine the accounts of each office and take evidence. The agents of the industrial offices number a great many thousands, and it is understood that, in view of the severe strain imposed on the offices by the war, the actuaries of the leading offices do not feel justified, on their own responsibility, in recommending the acceptance by the companies of further liabilities at the present time. Most policies issued by the industrial offices contained a clause rendering them null and void in the event of war. Nevertheless, the offices waived their right to the exercise of this clause, and it is estimated that the industrial offices alone have paid in respect of war claims more than £4,500,000. These claims, it is pointed out, were mainly in respect of young lives, so that the accumulated reserves on the policies were, as a rule, very small. The questions of the ability of the offices to continue paying war claims for which they are not actually liable, and of Government assistance, will not improbably be raised before the commission.

At a meeting of the executive committee of the International Arbitration League, the following resolution was passed unanimously :—The executive committee of the International Arbitration League welcomes the speech of the Prime Minister at the trade union conference and the programme of the world's peace as set forth by President Wilson, which declare for democratic principles and methods, repudiate all Imperialistic designs, economic exclusion, or racial hatred, and seek to substitute an organized peace through a league of nations for the dominance of militarism in international affairs, and it calls on all pacifists to do their part to make this programme an accomplished fact.

In the House of Commons, on Wednesday, Mr. Balfour, replying to a series of questions from Mr. Ramsay MacDonald, Mr. King, and Mr. Lynch, said :—We have not recognized the administration at Petrograd as being *de facto* or *de jure* the Government of the Russian people, but we carry on necessary business in an unofficial manner through an agent acting under the direction of our Embassy at Petrograd. The Bolshevist Administration have appointed M. Litvinoff as their representative in London, and we are about to establish similar unofficial relations with him. M. Nabokoff, who was the Chargé d'Affaires under the late republican Russian Government, will presumably remain in London until he is either confirmed or superseded in his post by a Government recognized as representing the Russian people. The present arrangement is obviously both irregular and transitory. Though it cannot be fitted into any customary diplomatic framework, it is, in our opinion, the best that can be devised to meet the necessities of the moment. Replying to a further question, Mr. Balfour said M. Nabokoff had been officially superseded.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVE.
Monday Jan. 21	Mr. Church	Mr. Leach	Mr. Goldschmidt	Mr. Bloxam
Tuesday 22	Farmer	Church	Leach	Borrer
Wednesday .. 23	Jolly	Farmer	Church	Goldschmidt
Thursday 24	Synge	Jolly	Farmer	Leach
Friday 25	Bloxam	Synge	Jolly	Church
Saturday 26	Borrer	Bloxam	Synge	Farmer

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday Jan. 21	Mr. Borrer	Mr. Synge	Mr. Jolly	Mr. Farmer
Tuesday 22	Goldschmidt	Bloxam	Synge	Jolly
Wednesday .. 23	Leach	Borrer	Bloxam	Synge
Thursday 24	Church	Goldschmidt	Borrer	Bloxam
Friday 25	Farmer	Leach	Goldschmidt	Borrer
Saturday 26	Jolly	Church	Leach	Goldschmidt

The Property Mart.

Forthcoming Auction Sales.

January 30.—Messrs. W. HOUGHTON & Co., at the Mart, at 2: Leasehold Properties (see advertisement, back page, this week).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 4.

COLLINGWOOD & SEYMOUR, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 16, to send in their names and addresses, and particulars of their debts or claims, to Mr. E. W. Baker, 49, Victoria st, Westminster, liquidator.

EDWARD HEALEY, LTD.—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. R. E. Smalley, 9, Chapel st, Preston, liquidator.

IDEAL MANUFACTURING CO, LTD.—Creditors are required, on or before Jan. 16, to send in their names and addresses, and full particulars of their debts or claims, to George Henry Lambert Velans, 2, Albion pl, Leeds, liquidator

LONDON & NORTHERN STEAMSHIP CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Edward Watson, Merthyr House, Cardiff, liquidator.

MANCHURIA STEAMSHIP CO, LTD.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Metcalfe, 54, Church st, West Hartlepool, liquidator.

W. S. MATHIAS & CO, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, with particulars of their debts or claims, to W. A. Collier Booth, 11, Lord st, Liverpool, liquidator.

S. R. L. SYNDICATE, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts and claims, to Ralph Noel Marrable, 43, Great Portland st, liquidator.

WEST OF ENGLAND SHIPPING CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb. 14, to send their names and addresses, and the particulars of their debts or claims, to Richard Leyshon, 106, Bute st, Cardiff, liquidator.

CONWAY'S DRUG CO. LTD.—Creditors are required, on or before Feb 16, to send their names and addresses, and particulars of their debts or claims, to W. R. Ashton Regent House, Regent st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 8.

ALBERT W. SHERRIFF & CO. LTD.—Creditors are required, on or before Feb. 26, to send their names and addresses, and the particulars of their debts or claims, to John William Barratt, 75, New st, Birmingham, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 11.

BRAZILIAN STREET RAILWAY CO, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. Tattam, River Plate House, 10 and 11, Finsbury cir, liquidator.

G. H. WILLS & CORY, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Henry Wills, 49, Mount Stuart sq, Cardiff, liquidator.

JAMES WYATT LTD.—Creditors are required, on or before Feb 11, to send their names and addresses, and particulars of their debts or claims, to Frederic William Davis, 96/97, Finsbury pvmt, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY

London Gazette.—TUESDAY, Jan. 15.

FRANK NEWTON, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses and the particulars of their debts or claims, to William Henry White, F S A A, 70A, Basinghall st, liquidator.

SHIP "ARETHUSA" CO, LTD.—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Andrew Hannay, Mersey chmbrs, Liverpool, liquidator.

UPPER BANK BRICK & TILE CO, LTD.—Creditors are required, on or before Feb 22, to send their names and addresses, and the particulars of their debts or claims, to George Brinley Bowen, Salubrious chmbrs, Swansea, liquidator.

Resolutions for Winding-up Voluntarily

London Gazette.—FRIDAY, Jan 4.

Annie Shelvey, Ltd.
Gaunt Brothers and Orr, Ltd.
M. and S. Poultry Meal Co, Ltd.
Anchor Metal Works, Ltd.
Himan Proprietary Co, Ltd.
N.L.B. Syndicate, Ltd.
Himan Leases, Ltd.
Maison Leon, Ltd.
Californian and General Trust, Ltd.
Star Assurance Society, Ltd.
Papuan Lands, Ltd.
Collingwood and Seymour, Ltd.
Manchuria Steamship Co, Ltd.
John Holman & Sons, Ltd.
New Cransley Iron and Steel Co, Ltd.
Lariette (London), Ltd.
International Line Steamship Co, Ltd.
London and Northern Steamship Co, Ltd.
Trafford Park Chemical Co, Ltd.
Thomas and Appleton Shipping Co. Ltd.
Llanharry Limestone Lime, Gravel and Coal Co, Ltd.
H.-C. Publications, Ltd.
Netherfield Steamship Co. Ltd.
C. Wharton Hood & Co, Ltd.
W. S. Mathias & Co, Ltd.
Belgrave Roller Skating Rink, Ltd.
Wagstaff's, Ltd.
Robert Pinckney, Ltd.
Geo. F. Arney, Ltd.
West of England Shipping Co, Ltd.

London Gazette.—TUESDAY, Jan. 8.

Grange Oil Co, Ltd.
Tarkwa Banket Mining Syndicate, Ltd.
Duxbury Park Colliery Co, Ltd.
Teakwood Steamship Co, Ltd.
Filisola Rubber & Produce Estates, Ltd.
Transcountinental Consolidated Oil Co, Ltd.
James Winstanley Jr, Ld.
Kinograph (Bristol), Ltd.
Mazaruni Co, Ltd.
Mackinnon, Thomas & Co, Ltd.
Income Tax Reclamation Association, Ltd.
Norwich City Football Club, Ltd.
Alan T. King & Co, Ltd.
75 Syndicate, Ltd.
James Edward, Ltd.
George Jennings, Peyton & Co, Ltd

London Gazette.—FRIDAY, Jan. 11.

Betty, Ltd.
C. Sands & Co, Ltd.
Ship "Arethusa" Co, Ltd.
Polurrian Steamship Co, Ltd
Iceland Steam Fishing & Fish Curing Co, Ltd.
Maple Leaf Cinema & Varieties Theatres, Ltd,
Burchett & Given, Ltd.
Brazilian Street Railway Co, Ltd.

London Gazette.—TUESDAY, Jan. 15.

H. Boothroyd, Ltd.
Alan S. King & Co, Ltd.
South Croydon Loan and Discount Co, Ltd.
Dairymaids, Ltd.
Frank Newton, Ltd.
Bridgwater Steam Towing Co, Ltd.
Colombian Mines Corporation, Ltd.
Upper Bank Brick & Tile Co, Ltd.
Glenarne (Mombassa) Rubber Co, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 8.

ALLEN, EDWIN, Astley, Worcester, Licensed Victualler Feb 5 Watson, Stourport
BARRELL, ELIZA, Salt rton Jan 31 Stone, Exeter
BROWNFIELD, DOUGLAS HAROLD, Llandudno, Clay Merchant Feb 27 Paddock & Sons, Hanley
BUCHANAN, AMELIA, River, nr Dover Feb 5 Mowll & Mowll, Dover
BUTTERY, ALICE, Wellington Jan 28 Gwynne, Wellington, Salop
CARE, WILLIAM PERCY, Bloxwich, Staffs, Ironmonger Feb 16 Nicklin, Walsall
CAWTHORN, JAMES, Gateshead, Chemist Feb 20 H & A Swinburne, Gateshead
DAVIES, GEORGE CHARLES, Harrogate, Clerk of Works Feb 9 Sal & Sons, Shrewsbury
DUDSON, JAMES THOMAS, Alsager, Chester, Earthenware Manufacturer Feb 27 Paddock & Sons, Hanley
DUKE, MARIA TANKARD, Birmingham Jan 31 Rollason, Birmingham
EDGE, FRANK GOODAIR, Manchester, Cotton Manufacturer Feb 6 Swire & Higson, Manchester
EKE, FRANCES ELIZABETH, Norwich Feb 12 English, Norwich
GARDNER, JOHN, Preston, Pawnbroker Feb 25 Cookson, Preston
GIBBS, WILLIAM HENRY, Portis Head, Somerset Jan 23 Shakespeare & Vernon, Birmingham
GILBERT, EMMA, Wellington Jan 31 Gwynne, Wellington, Salop
HANNAH, HANNA, Manchester Feb 1 Brooks & Co, Manchester
HARDCASTLE, EMMA, Leamington Spa Feb 20 Overell & Son, Leamington Spa